

The Solicitors' Journal.

LONDON, JULY 26, 1884.

CURRENT TOPICS.

WE ARE INFORMED that the committee which has been appointed to inquire into the subject of the work at the chambers of the chancery judges has before it, as one of the subjects of inquiry, the expediency of hearing counsel at chambers.

ON WEDNESDAY LAST Mr. Justice KAY, in consequence of the extreme pressure of work in his chambers, held no sitting in court, but applied himself the whole day in chambers in dealing with a long list of sixty-two summonses.

BY THE RETIREMENT from the profession of Mr. W. B. GLASSE, Q.C., Lincoln's-inn will lose one of its best known figures. There have been few careers at the bar equal in length and prosperity to that of Mr. GLASSE. It is nearly half a century since he was called, and he has held silk for thirty-three years. The good wishes of many friends will follow him into his retirement.

THE LONG EXPECTED, and often delayed, promotion of Mr. ALFRED WILLS, Q.C., to the bench took place with unusual, and almost indecorous, rapidity upon the vacancy caused by the death of Mr. Justice WILLIAMS. We believe the appointment will be received with satisfaction by the profession; and, although it is notoriously unsafe to hazard any prediction as to the career of a new judge, we may at least affirm that Mr. WILLS is a good lawyer, an experienced advocate, and a man of high personal character.

IT WILL BE SEEN from the report of the case of *Weston v. Sherwell*, printed elsewhere, that the Court of Appeal have refused to order a copy of the judge's notes of oral evidence taken at the trial to be supplied to the appellant for the use of his counsel on the hearing of the appeal. It is difficult to see how, in small cases, in which only one counsel is retained at the trial, a party is to obtain a note of the evidence for use on appeal, unless he employs a shorthand writer, at a cost wholly out of proportion to the amount at stake in the action. As a general rule, the Court of Appeal will not allow to a successful appellant the costs of shorthand notes of evidence, and it is almost impossible for counsel to conduct the examination of witnesses and at the same time to take notes of the evidence. It would seem that some alteration of the Rules of Court in this respect is needed. On Thursday last the matter was mentioned before Mr. Justice PRARSON, and it was stated by Mr. COOKSON, Q.C., that when Lord Justice FRY tried actions with witnesses in the Chancery Division he always allowed the parties to be furnished with copies (made by his clerks) of the notes of the evidence for use in the Court of Appeal.

THE LORD CHANCELLOR announced to the deputation from Lancashire and Cheshire, who waited upon him last week, that an alteration is to be made in R. S. C., ord. 36, r. 1, "so as to give a more distinct intimation of the desirability of the permission" to try admiralty and chancery witness causes in the country "being exercised." It is to be made clear that these actions may be tried in the county or place named in the statement of claim, and that, if the plaintiff uses his power to name the place of trial unreasonably, or does not use it, an application may be made by the defendant that the cause shall be locally tried. And it is further to be

provided that, upon the hearing of a motion for an injunction, if it appears that the witnesses reside in the country, and the cause can be more conveniently heard there, it shall be sent down for trial. Provision is also to be made for sending judges of the Admiralty and Chancery Divisions to try causes in the country when the number of causes waiting trial there renders it necessary. These are not unreasonable concessions to the cry for the local trial of actions. Whether extensive advantage will be taken of them depends mainly on whether the present state of things in London, under which solicitors cannot be sure of a speedy trial, and cannot be certain of the day on which witness causes in the Chancery Division will be heard, is to continue.

IT IS NOW some months since we anticipated the issue of an order as to fees and percentages required to be taken in the Supreme Court of Judicature by means of stamps. The order has been issued this week, and will be found in another column. It came into operation on the 18th inst. So far as we have observed, there is no material alteration as to the use of impressed or adhesive stamps. The principal provision which alters or settles the former practice is that which requires the stamps on proceedings at chambers to be attached to the certificate or order. This remark especially applies to percentages taken in chambers under items 69 and 70 of the order as to Supreme Court Fees, 1884, on the sale or mortgage of land pursuant to an order, for the purpose of raising money to be dealt with by the court, and on the approval of the purchase of land, or of the title of land to be purchased with money under the control of the court. Hitherto the practice in the chambers of the chancery judges has been diverse as regards orders—some chief clerks attaching the stamp to the summons, while others contented themselves with indicating in the indorsement of the summons the stamp which ought to be attached to the order. In future the stamp will always be attached to the order. This will be more convenient, as the order forms a document of title, and the stamp upon the order will serve to show that the percentages have been paid. The order now issued does not, it will be observed, alter the amount of any fees or percentages already prescribed; but, in the interest of suitors, it is to be hoped that some of the higher fees now levied will shortly be reduced in amount.

MR. W. CUNLIFFE BROOKS, M.P., has called the attention of the President of the Board of Trade to some of the inconveniences attending the many precautions with which the giving of proxies under the new Bankruptcy Act is hedged. The point to which Mr. BROOKS takes exception is the provision contained in the latter part of rule 16 in the first schedule to the Act—viz., that every insertion in a proxy "shall be in the handwriting of the person giving the proxy," and he contends that this precaution affords no additional security, whilst it is a source of unnecessary annoyance to persons engaged in large businesses who are accustomed to have such matters of detail performed for them by their clerks, and to creditors in ill-health; and in the case of illiterate creditors it is a mockery. The reply of the Board of Trade to this complaint is that "the rule in question was adopted after long and careful discussion, and it is one which the Board of Trade have no power to alter. The reasons which induced the Committee to adopt it were that one of the most serious abuses under the Bankruptcy Act, 1869, was the facility with which interested persons were able to secure proxies, and thus to control proceedings at meetings of creditors. The object of the provision in question was to insure that the creditor should give proper consideration to the appointment of his proxy, and should not merely content himself with affixing his signature to a form already prepared by a person who makes it his business to tout for proxies." It seems to us that Mr.

Brooks' complaint is well-founded. That the requirement is beneficial to such an extent as to compensate for the inconveniences pointed out by Mr. Brooks, few who have had any experience of its working will think, and it seems to us that the object aimed at by the rule is sufficiently secured by rule 20 of the same schedule, which empowers the court to disallow any remuneration to a trustee or receiver on whose behalf proxies may have been solicited. The whole question of proxies will have to be reconsidered at no very distant date, especially with regard to the limitation of the extent to which a special proxy may be given. The whole mischief in this respect, in our opinion, was done when the House of Lords, at the instance of the Government, struck out the little word "or" from rule 18 of the first schedule. As the rule was sent up to the House of Lords from the House of Commons it read, "a creditor may give a special proxy to any person to vote at any specified meeting or adjournment thereof, or for or against any specific resolution, or for or against any specified person as trustee or member of a committee of inspection," which would have been a perfectly reasonable and workable provision. The omission of the word "or," which we have printed in italics, however, changed the nature of the provision into little better than an absurdity, as it is probably not in one case out of fifty that it is known beforehand whether a composition will be offered, or who may be proposed as trustee or as the committee of inspection.

THE CASE of *Dye v. Dye*, reported in the current issue of the *Law Reports* (L. R. 13 Q. B. D. 147), raised a very singular question. Before and in consideration of a marriage then intended, the intended husband signed and delivered to the intended wife a document, whereby he "solemnly covenanted and agreed" with her in the following remarkable terms:—"He here [*sic*] by this agreement binds himself from having any legal or lawful claim upon the plate, linen, furniture, or household effects, or with receiving or disbursing the rents of her tenements and cottages, or giving orders for the repairs of the same, nor yet with any property whatsoever she is in possession of at the time of her marriage to him." This document was signed by the intended husband only; the marriage was solemnized; during it the husband never interfered with the management by the wife of her property, and the wife executed a will whereby she devised and bequeathed her property to the defendants. The question was whether the ante-nuptial document above referred to was sufficient to create a separate use of the fee of the freehold property belonging to the wife, and to clothe her with a testamentary power. Now, the doctrine of separate use arises out of, and depends upon, a trust; and the 7th section of the Statute of Frauds requires that "all declarations or creations of trusts of any lands shall be manifested and proved by some writing signed by the party who is by law enabled to declare such trust, or by his last will in writing, or else they shall be utterly void, and of none effect." The document was not signed by a person able to declare a trust of the fee, but only by the husband, whose rights were limited to an estate during the joint lives of himself and his wife, with a possible estate by the curtesy; consequently, the court held that there was no "manifestation and proof" of the declaration of trust as required by the statute. All that the document amounted to was a renunciation by the husband of his rights. It is remarkable that in *Rippon v. Dawding* (Amb. 565), where Lord Camden treated a bond executed by the husband before marriage, with a condition empowering the wife to dispose of her freehold estate by deed or will, notwithstanding coverture, as creating a valid trust of the fee, this question of the Statute of Frauds should not have been noticed. It is expressly stated in the report of that case that there was no settlement or other transaction besides the husband's bond. It seems to have been contended in the recent case that the effect of the renunciation by the husband of his rights was to clothe the wife with a testamentary capacity. The answer to this is found by the court in the consideration whence this incapacity arises. Section 14 of 34 & 35 Hen. 8, c. 5, provides that wills made of any lands by any woman covert shall not be taken to be good and effectual in the law, and section 8 of 1 Viet. c. 26, leaves this disability untouched. No renunciation by the husband of his interest can cure the incapacity thus created, or rather declared. The court came to the conclusion that the heir of the wife was not disinherited either by devise or trust.

THE WORKING of the Patents, Designs, and Trade-Marks Act, 1883, under the control of the Board of Trade, appears, from the report of the Comptroller-General, with respect to the first four months' experience of the Act, to be proceeding with success. The best proof of this is, perhaps, to be found in the fact that, whereas 5,933 applications for patents were received in 1883, and 6,241 in 1882, as many as 7,060 were received during the first four months of 1884. There was, no doubt, something of a rush at first, and all but 2,500 applications were received in January, 266 on the 1st, and the number steadily diminished to just over 1,300 in April; but there seems no reason to doubt that the new Act has been accepted by inventors as, at all events, an improvement upon the old one. Some idea of the business done appears from the fact that the smallest number of applications in any one day during the whole period was 40. In designs, also, a considerable increase appears, though not sufficient to cover the pecuniary loss from the reduction of fees; but, in the case of trade-marks—no doubt mainly on account of the concession of registration to fancy words—this loss has been more than made up. Inventors will be glad to learn from the report that their title to their patents, when granted, will not be affected by the fact of their having received notifications from the office of the apparent existence of a similarity between their inventions and those of others, since all such notifications are kept off the register of patents, which is the only official record of title. That the great majority of such notifications will ultimately turn out to have been unnecessary is inevitable when it is considered that the examiners have to pronounce their opinion upon such imperfect materials as those afforded by the provisional specifications. With reference to provisional specifications, the advice of one of the writers on the Act, to avoid them, does not seem to have been very favourably received, since only 689 complete specifications were sent in in the first instance, as against 6,371 provisional specifications. Seventy-two per cent. of the applications are made by agents, and only 28 per cent. by the inventors themselves. We are glad to learn that greater facilities are to be afforded to inventors and their representatives for discovering patented inventions which may have anticipated their own. In the case of applications under the new law the examiner will perform the indexing and abridgment of the specifications at the time of examination. In the case of patents anterior to the Patents Act of 1852, the revision of the subject-matter index is already almost completed by a special staff. It is now intended to revise and consolidate the similar indices under the law of 1852—i.e., during the period 1852 to 1883—upon the same plan, and the work is to be taken in hand at once, beginning with the period 1870—1883, which includes all existing patents, except the few which have had their term prolonged. In order to carry out the provision in the new Act for informing inventors of designs whether their designs are already the subject of copyright by registration under the new Act, a National school from the National Art Training School at South Kensington, has been employed to group the registered designs in such a manner as to render them easy of reference, and it seems that cases have already occurred in which this grouping has proved useful. It appears that, in no less than 279 cases, applicants for the registration of trade-marks have been invited to explain their views before the Comptroller, and that of these 193 have acquiesced in the Comptroller's objections, 24 have obtained registration as the result of their applications, and 62 have only obtained it with modifications or have been refused altogether. The observation that words specially invented to illustrate a particular article, such as "Ozokerit," are readily recognized as trade-marks, does not appear to be altogether in accordance with the view taken by the Court of Appeal in the recent "Valvoline" case.

On Monday, at the sittings in bankruptcy before Mr. Justice Smith, the case of *In re Parker and Parker* came before the court on an application by the trustees for an extension for six months of the time in which to make their election in relation to certain leasehold premises. The evidence showed that the deeds in the bankrupts' strong room at the date of the adjudication represented property of the value of upwards of £2,000,000, and considerable time had been occupied in ascertaining the rights of the parties. Mr. Justice A. L. Smith asked whether there were any assets under the bankruptcy? Mr. Linklater said the proceedings had resulted very unfavourably for the creditors, and the assets were being rapidly exhausted by the claims which were being made.

NOTICE

THE recent a hint, w the notice tenant gage by express or mortgagee under the incompreh estoppel, mortgagee ferred and constitute the mortg 342). Bu in paying already p due (Poy rent by th lease made to Year b C. & P. by a prop result ma The f into an of a hou twenty-c The def mortgage a notice ing term of the mortga that you future r and on t 25th of his notic action a lease, c gagees' which held th in the r of the the less the pro the m tenanc gagees by noti Thro assume mortg Lord mortg tenanc rent of Justice was n adopt mortg with Th adopt the n agree the t tenan are n in w

NOTICE BY MORTGAGEE TO TENANT TO PAY RENT TO HIM.

THE recent case of *Corbett v. Plouden* (32 W. R. 667) contains a hint, which has puzzled us a good deal, as to the form of the notice which should be given by a mortgagee to the tenant under an agreement for a lease made after the mortgage by the mortgagor alone, not in pursuance of any express or implied statutory power. The position of mortgagor, mortgagee, and lessee under a lease made by the mortgagor under the above circumstances, is one of those anomalies which are incomprehensible to laymen. The lease is perfectly good by estoppel, as between the mortgagor and the lessee, until the mortgagee interferes. The mere fact that the mortgagee has interfered and given notice to the lessee to pay the rent to him will not constitute a tenancy between the mortgagee and the lessee, or entitle the mortgagee to distrain for the rent (*Evans v. Elliott*, 9 A. & E. 342). But, on the receipt of such a notice, the lessee is justified in paying to the mortgagee all rent which has become due, not already paid to the mortgagor, and all rent subsequently accruing due (*Pope v. Biggs*, 9 B. & C. 245). The effect of payment of rent by the lessee to the mortgagee is not, however, to affirm the lease made by the mortgagor, but to create a new tenancy from year to year between the lessee and the mortgagee (*Doe v. Bucknell*, 8 C. & P. 566). The suggestion in the recent case is that, by a properly framed notice by the mortgagee to the tenant, this result may, in the case of an agreement for a lease, be avoided.

The facts in the recent case were that a mortgagor entered into an agreement with the defendant to grant him a lease of a house (in which lease all proper parties would join) for twenty-one years, determinable at seven or fourteen years. The defendant entered, and continued to pay rent to the mortgagor until the 25th of March, 1881, when he received a notice from the solicitor of the mortgagees in the following terms:—"We beg to give you notice that we have, on behalf of the first mortgagees of this lease, withdrawn Mr. Corbett's [the mortgagor's] authority to receive the rent, and we have to request that you will be good enough to pay the rent due this day and all future rent to us." He paid the rent then due to the mortgagees, and on the 22nd of June, 1881, gave them notice to quit on the 25th of December, 1881; and on that day quitted in pursuance of his notice. The mortgagor and mortgagees then commenced an action against him for specific performance of the agreement for a lease, contending that the notice was not an assertion of the mortgagees' paramount title, but an adoption by them of the agreement which had been made by the mortgagor. The Court of Appeal held that, as there was no setting up of the agreement for a lease in the notice given on behalf of the mortgagees, and the solicitors of the mortgagees had stated in subsequent correspondence with the lessee that "the mortgagees having entered into possession of the property, you are liable to them and not to the mortgagor," the mortgagees had asserted their paramount title; that a new tenancy from year to year had been created between the mortgagees and the lessee, and that such tenancy had been determined by notice to quit.

Throughout their judgments the members of the court seem to assume that, if there had been an adoption of the agreement by the mortgagees, specific performance would have been granted. Thus Lord Selborne says:—"It is perfectly well settled that, when a mortgagee does claim rent *without setting up the lease*, he creates a tenancy from year to year between himself and the tenant, and the rent continues payable under the new holding so created." Lord Justice Cotton says:—"We are asked to say that what was done was not an assertion of the mortgagees' title, but an assertion and adoption by them of the agreement which had been made with the mortgagor. That view, however, is not, in my opinion, consistent with the letter which they wrote."

The result of this seems to be that a mortgagee who desires to adopt an agreement for a lease, entered into by the mortgagor after the mortgage, may do so by a proper notice. But how can a new agreement between the mortgagee and the tenant, on the terms of the former agreement, be constituted without the assent of the tenant, and (if the tenant is the person to be "charged," and there are no circumstances of part performance) without a memorandum in writing signed by him, and stamped as an agreement for a lease?

If the meaning of the court is only that the mortgagee might have demanded the rent as agent of the mortgagor, the suggestion is not of much practical value. An authority from the mortgagor would be necessary, which, in most cases, it would not be very easy to obtain.

RECENT DECISIONS.

BANKRUPTCY NOTICE.

(*Ex parte Woodall*, *In re Woodall*, C.A., 32 W. R. 774.)

This case is the latest of a series of cases on the construction of section 4, sub-section (g.), of the Bankruptcy Act, 1883, which introduced a complete novelty in bankruptcy law—viz., the bankruptcy notice, in lieu of the now abolished debtor's summons. The debtor's summons under the former Bankruptcy Act could only be employed when the debt was not less than £50. Under the present Act, a creditor is in a position to issue a bankruptcy notice when he has obtained final judgment for any amount, "execution therein not having been stayed." The first case on the subject was *Ex parte Chinery*, *In re Chinery* (32 W. R. 460, L. R. 12 Q. B. D. 342), where the Court of Appeal held that a garnishee order absolute was not a final judgment against the garnishee within the meaning of the sub-section. It was contended that, under the Judicature Act (by the Rules of the Supreme Court, 1883, ord. 42, rr. 24, 26), the consequences of an order and a judgment were the same. Cotton, L.J., however, pointed out that, though the procedure to enforce them was the same, judgments and orders were kept entirely distinct, and it was never said that the word "judgment" should in other Acts of Parliament include an order. A second point noticed by the same judge was that the Bankruptcy Act spoke of a final judgment obtained by a creditor against his debtor, and this pointed to a liability of the debtor to the creditor established in an action, and not to a statutory proceeding which was for the purpose of attaching a debt after liability had been established; and with regard to the spirit in which this portion of the Act should be interpreted, Cotton, L.J., said, "When the Legislature enacts that a particular act or default shall be an act of bankruptcy, I think we ought not to give to their words any but their strictly proper meaning, unless we are clearly satisfied that it was the intention of the Legislature to use the words in a larger sense."

This case was followed by *Ex parte Schmitz*, *In re Cohen* (32 W. R. 812, L. R. 12 Q. B. D. 500), where it was decided that a consent order for payment of taxed costs was not, after the costs had been taxed and default in payment made, a final judgment upon which a bankruptcy notice could be founded. Fry, L.J., in delivering judgment, said that no words were better understood by lawyers than the words "judgment" and "order," and the word "judgment" ought not to be construed as including "order" unless the Legislature had said so. The day before the Court of Appeal had decided, in *Ex parte Matthew*, *In re Matthew* (32 W. R. 813, L. R. 12 Q. B. D. 506), that where, within seven days after the service of the bankruptcy notice, the creditor had accepted a promissory note from the debtor, a receiving order could not be obtained during the currency of the note. Cotton, L.J., however, added that, though the court discharged the receiving order, their decision might have been very different if an adjudication of bankruptcy had been made; for, in that case, the other creditors would have acquired an interest. In *Ex parte Owen*, *In re Owen* (L. R. 12 Q. B. D. 113), a judgment had been obtained in the names of two partners, and a bankruptcy notice served on the debtor. A bankruptcy petition was then presented in the names of the two partners; but, before it came on to be heard, one of the partners went into bankruptcy, and a trustee was appointed. The Court of Appeal decided that, though there was a good act of bankruptcy, a receiving order could not be made against the debtor unless the trustee was added as a co-petitioner. In a case of *Ex parte Whinney*, *In re Sanders* (ante, p. 617), before the Queen's Bench Division (on appeal from the Brighton County Court), it was held that a balance order (in a voluntary winding up of a company) on a contributory for the payment of calls made on him before the commencement of the winding up, was not a final judgment.

In the recent case of *In re Woodall*, a testator had obtained final judgment against the debtor in 1879. In April, 1884, the executrix served a bankruptcy notice upon the debtor, and subsequently presented a bankruptcy petition. The Court of Appeal decided (reversing the decision of the registrar) that a receiving order could not be made, on the ground that, as the executrix had not obtained leave under ord. 42, r. 23, to issue execution, she was not entitled to serve a bankruptcy notice. It was pointed out that the sub-section speaks of a final judgment on which execution has not been stayed, and the Court of Appeal considered that, this being so, a creditor could not serve a bankruptcy notice unless he was entitled to issue execution. The form of notice given in the schedule, which requires payment "in accordance with the terms of the judgment," was also regarded as confirmatory of this view. It was urged in argument that the sub-section only speaks of the creditor who has obtained the final judgment, and that, therefore, his legal personal representative could, under no circumstances, issue a bankruptcy notice. Lindley, L.J., said that, possibly, if the words were looked at through a very powerful microscope, with an exceedingly narrow field, they might bear this interpretation; but the decision of the court was based upon the simple ground that, as the executrix had not taken the proper steps to entitle her to issue execution, she was clearly debarred from the severer remedy afforded by service of a bankruptcy notice.

CORRESPONDENCE.

BILL OF SALE.

[To the Editor of the Solicitors' Journal.]

Sir,—A. mortgaged certain furniture to B. A copy of the bill of sale was duly filed. Afterwards B. executed the original, but unattested. Now he sets up the bill of sale against an execution. The mortgage contains a covenant by the mortgagee for peaceable possession until default in payment. It is contended that parole evidence cannot be given to show when the mortgagee signed the deed, and that the copy filed is not a true copy of the original as now put forward, and, therefore, not available against an execution.

The covenant by the mortgagee avoids any contention that his signature is mere surplusage, and the omission in the copy is a clerical error.

I am under the impression that I have seen a reported decision that, where the copy bill of sale contains only a copy of the mortgagor's signature, the subsequent signing of the original defeats registration, and that the bill of sale is no answer to an execution creditor. Can any of your readers refer me to the case and inform me where it is reported?

London, W.C., July 23.

INQUIRER.

Mr. Justice Wills has appointed Mr. Richard Cripps to be his clerk.

Mr. W. J. Metcalfe, Q.C., the judge of the Bristol County Court, on Tuesday made some observations on the subject of imprisonment for debt. After pointing out that according to the returns 69 persons were imprisoned by the Bristol County Court, whereas out of these 44 only remained in prison, 25 paid and were discharged; and that the imprisonments amounted to only 1 in 375 of the original plaintiffs, 1 in 84 of the judgment summonses, and 1 in 30 of the orders of commitment; that is, that 29 out of 30 against whom orders of commitment were made paid the money, nearly 19 out of 20 of those against whom warrants actually issued paid the money, and so did 1 out of 3 of those taken to prison; and that by this compulsory process at least £10,000 out of a total money claim of £62,524 had been obtained for the creditors in this court, the judge remarked:—These are facts. It is not for me, but for the legislator to deal with them, to enact, if thought advisable, that there should be no imprisonment for debt, to encourage dealing for ready money, to abolish all compulsory payment of debts, or to limit or define the sort of compulsion. But that the subject may be properly dealt with it is useless and misleading to put forward the abstract proposition that a large number of debtors is yearly imprisoned. This fact for any useful purpose must be taken in connection with the money obtained by the process and by comparing the number imprisoned with the whole body of debtors who reluctantly pay. I do not hesitate, however, to express my opinion that it will be an evil day for creditors and for the country if imprisonment for debt should be wholly abolished, and that the debtors would probably find a less merciful process of coercion substituted. The only persons to be benefited would be the county court judges, who would thus be relieved of the most painful, the most anxious, and the most onerous of their duties.

NEW PRACTICE CASES.

R. S. C., 1883, ORD. 65, R. 6—SECURITY FOR COSTS—ACTION BY TRUSTEE IN BANKRUPTCY.—In a case of *The Trustees in Bankruptcy of Pooley v. Whitham*, before Pearson, J., on the 18th inst., the question arose whether the trustee in a bankruptcy who was plaintiff in an action ought to be required to give security for the costs of the action. PEARSON, J., held that the mere fact that the plaintiff was a trustee in bankruptcy was not a sufficient reason for requiring him to give security for costs. Though he was plaintiff in a representative character, he was personally liable for costs, and, if it was shown that he was insolvent, the court had power and would compel him to give security personally. But in the present case there was no sufficient evidence that the plaintiff could not pay the costs of the action, and therefore the application must be refused. His lordship expressed his disapproval of the decision of the Court of Queen's Bench in *Denster v. Ashton* (L. R. 4 Q. B. 591).—COUNSEL, Higgins, Q. C., and *Northmore Lawrence; Cozens-Hardy, Q. C., and Grosvenor Woods; Cookson, Q. C., and Emden. SOLICITORS, Newman, Dale, & Stretton; Snell, Son, & Greenip; Harper & Battcock.*

R. S. C., 1883, ORD. 58, R. 11—APPEAL—EVIDENCE AT TRIAL—COPY OF JUDGE'S NOTES.—In a case of *Weston v. Sherwell*, on the 22nd inst., an application was made to the Court of Appeal for directions that a copy of the judge's notes of oral evidence taken at the trial and furnished to the Court of Appeal might be supplied to the appellant for the use of his counsel on the hearing of the appeal. Rule 11 of order 58 provides that "When any question of fact is involved in an appeal, the evidence taken in the court below bearing on such question shall, subject to any special order, be brought before the Court of Appeal as follows:—(b.) As to any evidence given orally, by the production of a copy of the judge's notes, or such other materials as the court may deem expedient." The court (BAGGALLAY, COTTON, and LINDLEY, L.J.J.) refused the application. BAGGALLAY, L.J., said the judge's notes were furnished to the Court of Appeal confidentially, and the court had no authority to give copies of them to the parties.—COUNSEL, C. T. Mitchell. SOLICITORS, Wilkins, Blyth, & Dutton.

PRACTICE APPEALS.*

(Before FIELD and LOPES, J.J.)

July 7.—*London and Tilbury Railway Company v. Kirk & Randall.* Ord. 31, r. 14—Documents prepared after litigation has been threatened, with a view to obtaining the advice of a solicitor—sufficiency of affidavit.

This was an appeal from an order of Denman, J., requiring the defendants in the action to produce certain documents, in respect of which they had claimed privilege in their affidavit of documents.

The defendants had been employed as contractors to execute certain building works for the plaintiff company, and in the course of the operations certain sheds, the property of the plaintiffs, were consumed by fire caused by sparks from an engine of the defendants. The plaintiffs claimed damages for this accident as due to the negligence of the defendants' servants.

In an affidavit of documents the defendants scheduled as privileged certain reports received by them from their foreman with reference to the burning of the shed in question. These they objected to produce, upon the ground that they had been obtained after litigation threatened for the purpose of being laid before the defendants' solicitor for his advice. Denman, J., ordered that the defendants should produce the documents, upon the ground that it did not appear from their affidavit that the documents were prepared solely for the purpose of being laid before the solicitor.

Edwyn Jones, for the defendants.—It is not necessary to say that documents have been obtained solely for the purposes of litigation. It is enough to say that they have originated or been obtained with that object: *Southwark Water Company v. Quick* (L. R. 3 Q. B. D. 315); *Wheeler v. Le Marchant* (L. R. 17 Ch. D. 675).

Finlay, Q. C. (Lawrence, with him).—The affidavit is not sufficient to protect these reports. It should appear that they were prepared solely or merely for the purpose of being placed before the solicitor: *Wheeler v. Le Marchant* (L. R. 17 Ch. D. 675); *Anderson v. Bank of Columbia* (L. R. 2 Ch. D. 644); *Bustros v. White* (L. R. 1 Q. B. D. 423).

The Court held that the affidavit was sufficient to protect the documents, and that they were privileged from production.

Appeal allowed, with costs.

Solicitors for the plaintiffs, Palmer & Co.

Solicitors for the defendants, Mackrell, Maind, & Co.

(Before HUDDLESTON, B., and HAWKINS, J.)

July 17.—*Mulkern v. Doerks.*

Ord. 18, r. 2—Action for recovery of land—Cause of action joined without leave—Waiver by appearance.

Under the Rules of Court, 1883, a defendant, by appearing in an

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

action for the recovery of land, is to be held as waiving any objection to the writ of summons under ord. 18, r. 2.

Pilcher v. Hinds (L. R. 11 Ch. D. 905) considered.

Appeal from an order of Denman, J., in chambers, affirming an order of the master giving the plaintiffs leave to amend the writ of summons, and refusing an application of the defendant that a portion of the indorsement in the writ should be struck out, on the ground that the said indorsement involved an irregular joinder of cause of action.

The plaintiffs brought the action, as trustees of the Birkbeck Building Society, against the defendant, a subscriber and mortgagor to the said society.

The object of the action was to obtain foreclosure and arrears of interest upon the mortgage.

The writ, which was issued upon the 9th of June, 1884, without leave of a court or a judge, was originally indorsed for "recovery of possession of certain houses, and for arrears of subscription and mesne profits; arrears of subscription, — months at £ — per month." The defendant entered appearance on the 11th of June, and gave notice that he required a statement of claim. The plaintiffs then obtained leave *ex parte* to amend the writ, with a view to proceeding for summary judgment under order 14, and on June 25 served the amended writ of summons, indorsed as follows:—"The plaintiffs are entitled to possession of houses —, the defendant having, by deed dated —, attorned tenant to the plaintiffs, and the plaintiffs having determined such tenancy and for *(sic)* arrears of subscription and mesne profits, and for a receiver; particulars of arrears, &c." On the previous day (June 24) the defendant had taken out a summons to strike out either the claim for possession of the houses, or that for arrears of subscription, upon the ground that the joinder of those causes of action being made without leave was irregular under ord. 18, r. 2. Subsequently he applied that the plaintiffs' amended indorsement should be struck out. The two summonses were eventually considered by the master on the same day, and determined in favour of the plaintiffs. The master said that, if leave was necessary for the issue of such a writ, it was to be taken that he gave such leave. Denman, J., affirmed the master's order.

Arthur Yates, for the defendant.—Under ord. 18, r. 2, leave should have been obtained before the writ in this action was issued. "Arrears of subscription" are not within the definition of subjects that may be joined with a claim for recovery of land as of course. The writ was irregular in the first instance, and the master could not, or should not, have given leave afterwards. The leave is a condition precedent to the validity of the writ. Appearance by the defendant does not affect a waiver. He must appear for his own protection. *Pilcher v. Hinds* (L. R. 11 Ch. D. 905) is directly in point. In *Muggrave v. Stephens* (W. N., 1881, 163) it is true that leave was given to join a cause of action after appearance, but there the writ was regular in the first instance, being indorsed simply for possession of premises.

Ashton Cross, for the plaintiffs, was not called on.

The Court referred to ord. 12, r. 30, by which a defendant before appearing is at liberty, without obtaining an order to enter, or entering, a conditional appearance, to serve notice of motion to set aside the service upon him of the writ, or of notice of the writ, or to discharge the order authorising such service. The defendant, therefore, by appearing to the writ, had taken a voluntary step, and one which was not forced upon him, or necessary for his protection. Then ord. 70, r. 1, made it clear that the writ was not void, but at most irregular. By ord. 70, r. 2, no application to set aside any proceeding for irregularity shall be allowed, unless made within reasonable time, nor if the party applying has taken any fresh step after knowledge of the irregularity. This was clearly inconsistent with the previous decision in *Pilcher v. Hinds*, the effect of which was, therefore, abrogated. Even if there was a technical objection that could be supported against the writ, the causes of action were such as might fairly be joined, and in such a case the court would give the plaintiff leave to discontinue the action, and to issue a fresh writ in the same terms, and that without costs to the defendant.

Appeal dismissed, with costs.

Solicitors for the plaintiffs, *Ponsons & Leggett*.

Solicitor for the defendant, *Arthur Griffiths*.

The *Manchester City News* says that "a meeting of solicitors who, before the passing of the new Bankruptcy Act, were largely engaged in liquidations under the Act of 1869, has recently been held in this city. It was, so we understand, called by a prominent member of the profession, upon the pressing solicitations of a high local bankruptcy official, who has not had a pleasant time since the new Act came into force. The meeting was asked for its views as to what should be the scale of charges allowed by the Board of Trade, but the gentlemen present had too keen a recollection of the manner in which they had been treated by the Board, and the high tone assumed by its representatives, to be in a humour to consider such a matter. They properly declined to say anything about it, knowing that the anxiety of the Board of Trade was really not about fees, but concerning the small amount of bankruptcy business which finds its way into the court."

Messrs. De la Rue & Co. have brought out a "Swift" reservoir pen, which, while possessing the advantages of the anti-stylcograph pen, admits of the use of any ordinary nib. We can testify to the convenience and efficiency of this new invention.

CASES OF THE WEEK.

JUDGMENT—REGISTRATION—PRIORITY—PROTECTION OF EXECUTOR—ORDER OF ADMINISTRATION—4 & 5 W. & M., c. 20, s. 3—23 & 24 Vict. c. 38, s. 3.—In a case of *Davidson v. Illidge*, before the Court of Appeal on the 21st inst., a question arose as to the effect of section 3 of the Act 23 & 24 Vict. c. 38. The Act 4 & 5 W. & M., c. 20, had provided, by section 3, that no judgment not docketed should "affect any lands as to purchasers or mortgagees, or have any preference against heirs, executors, or administrators, in their administration of their ancestors', testators', or intestates' estates." Section 3 of the Act 23 & 24 Vict. c. 38, after reciting section 3 of the Act of William and Mary, states that the later Acts as to judgments, while providing that unregistered judgments should not affect lands as to purchasers, mortgagees, or creditors until registered, did not expressly enact that they should not have any preference against heirs, executors, or administrators in their administration of their ancestors', testators', or intestates' estates, "in consequence whereof such heirs, executors, or administrators have been held to have lost the protection which they enjoyed" under the Act of William and Mary, and that it was expedient that that protection should be restored. It then provides that no judgment which has not been, or which shall not be, registered, "so as to bind lands, tenements, or hereditaments as against purchasers, mortgagees, or creditors, shall have any preference against heirs, executors, or administrators in their administration of their ancestors', testators', or intestates' estates." The question was whether the effect of this provision is only to protect heirs, executors, or administrators from an action by the judgment creditor for a *devastavit*, in case they should pay simple contract debts in priority to the judgment debt, or whether it regulates the order of administration of assets. The court (*BAGGALLAY, COTTON, and LINDLEY, L.JJ.*), affirming the decision of *Chitty, J.*, held, in accordance with the decision of *Fry, J.*, in *Van Ghelue v. Nerinckx* (L. R. 21 Ch. D. 189, 26 SOLICITORS' JOURNAL, 547), that the effect of section 3 is to regulate the order of administration of assets, and not merely to protect the heirs, executors, or administrators.—COUNSELL, *Romer, Q.C.*, and *E. Cutler*; *Crosley, Q.C.*, and *Northmore Laurence*. SOLICITORS, *Davidson & Morris*; *Tatham, Obelin, & Nash*.

LEASE—OPTION TO PURCHASE FEE—NATURE OF INTEREST CREATED IN LESSEE—WILL—CONSTRUCTION—PRECATORY TRUST.—On the 17th inst. the Court of Appeal affirmed the decision of *Pearson, J.*, in *In re Adams and The Kensington Vestry* (32 W. R. 120, L. R. 24 Ch. D. 199, 27 SOLICITORS' JOURNAL, 617). One question was as to the nature of the interest created in a lessee by a covenant on the part of the lessor to give him an option to purchase, at a specified price, the fee simple of the demised property. The lease was executed in September, 1819, and was for a term of sixty years from Midsummer, 1819, and it contained a covenant by the lessor, for himself, his heirs, executors, and administrators, with the lessee, his executors, administrators, and assigns, that if the lessee, his executors, administrators, or assigns, should at any time or times thereafter be desirous of purchasing the fee simple and inheritance of the demised property, and of such desire should give notice in writing to the lessor, his heirs or assigns, then the lessor, his heirs or assigns, would, within one month after the receipt of the notice, make out a title to the demised property, and also accept the sum of £1,200 in full for the purchase of the fee simple and inheritance, and on receipt thereof would, at the cost of the lessee, his executors or administrators, convey the fee simple and inheritance, free from incumbrances, to the lessee, his heirs and assigns, or as he or they should direct. The lessee died in 1858 intestate, leaving a widow and children. In 1877 his heir-at-law, who was also his administrator, gave notice to the devisee of a person who had, through the lessor, become entitled to the reversion in fee of the demised property, of his desire to exercise the option of purchase contained in the lease; and in July, 1877, the devisee, in compliance with the notice, conveyed the reversion in fee to the lessee's heir-at-law, he paying the £1,200 out of his own money. In 1882 the heir entered into a contract to sell the property, and, on his delivering an abstract of his title, the purchaser objected that the vendor could not make a good title without the concurrence of the next of kin of the original lessee. *PEARSON, J.*, allowed the objection. He was of opinion that the option of purchase went with the lease, that it would have passed by an assignment of the lease without any express words, and that the property must be administered as part of the personal estate of the lessee, and the administrator could not hold it for his own benefit. The Court of Appeal (*BAGGALLAY, COTTON, and LINDLEY, L.JJ.*) held that, having regard to the language of the covenant, this decision was right.

The other point in the case arose thus. The person who had conveyed the reversion to the lessee's heir was the widow of the previous owner. He, by his will, gave, devised, and bequeathed all his real and personal estate "unto and to the absolute use of my wife, her heirs, executors, administrators, and assigns, in full confidence that she will do what is right as to the disposal thereof between my children, either in her lifetime or by will after her decease." The purchaser objected that these words created a precatory trust for the testator's children, and that a good title could not be made without their concurrence. *PEARSON, J.*, held that no trust was created, but that the widow took an absolute interest; and the Court of Appeal affirmed the decision.—COUNSELL, *F. Ponnall*; *N. R. Smart*. SOLICITORS, *Lucas & Sons*; *Pontifex, Hewitt, & Pitt*.

BILL OF EXCHANGE—REMITTANCES TO COVER ACCEPTANCES—SPECIFIC APPROPRIATION—INTEREST CREDITED TO REMITTER.—In a case of *Ex parte*

Broad, before the Court of Appeal on the 18th inst., a question arose as to the specific appropriation of remittances sent by the drawer of accommodation bills to the acceptor for the purpose of meeting the bills at maturity. T., a merchant in Sweden, was in the habit of drawing bills upon N., a banker in London, which N. accepted for T.'s accommodation. T. used to remit to N. other bills on firms in London to put him in funds to meet his acceptances when they became due. N. frequently discounted the remitted bills, and carried the proceeds to the credit of his current account at his bankers. It was the practice of N., in the accounts which he furnished to T. once a year, to credit T. with interest on the amounts of the remitted bills from their respective due dates, and to debit T. with interest, at the same rate, on the amounts of the payments which he made on T.'s behalf. On the 19th of April, 1883, T. drew a bill for £450 on N., payable at three months' date, which N. accepted. That bill became due on the 21st of July, 1883. On the 13th of July T. remitted to N. a bill on W., of London, for £450, payable at sight. In the letter inclosing this bill T. said, "Inclosed I beg to remit £450 at sight on W., which please encash to my credit." This bill was received by N. on the 17th of July. On the 18th of July N. acknowledged the receipt of the bill in a letter in which he said, "which is noted to the credit of your account," and in N.'s book of "bills receivable" the bill was entered as received on T.'s account. The remitted bill was accepted by W., and duly paid, and the proceeds were paid by N. to the credit of his current account with his bankers in the ordinary course. On the 20th of July N. stopped payment, and consequently the bill for £450 which N. had accepted was not paid at maturity, and T. had to pay it. N. afterwards filed a liquidation petition, and T. claimed to have the £450, the amount of the remitted bill, paid to him out of N.'s assets, on the ground that the remitted bill was specifically appropriated to meet the other bill for £450, and that, as it had not been employed for this purpose, the remitter was entitled to have the proceeds repaid to him in full. The court (BAGGALLAY, COTTON, and LINDLEY, L.J.J.) disallowed the claim. They held that the case was governed by *In re The Gothenburg Commercial Company* (29 W. R. 358, 25 SOLICITORS' JOURNAL, 217), and that, as the arrangement was that N. should discount the remitted bills when he pleased, and credit T. with interest, the money was not specifically appropriated to meet the acceptances, and T. could only prove for the £450 in the liquidation. If the remitted bill for £450 had remained *in specie* at the commencement of the liquidation, T. would have been entitled to have it returned to him.—COUNSEL, Sidney Woolf; J. B. Linklater. SOLICITORS, H. Montagu; Young, Jones, & Co.

WILL—CONSTRUCTION—MARRIED WOMAN—SEPARATE USE—RESTRAINT ON ANTICIPATION—INTEREST-BEARING FUND.—In a case of *O'Halloran v. King*, before the Court of Appeal on the 22nd inst., a question arose as to the effect of a gift by will to a married woman, for her separate use without power of anticipation. A testatrix gave all her real estate and the residue of her personal estate to trustees, upon trust for sale and conversion, and, after payment of her debts and funeral and testamentary expenses, to raise the sum of £4,500, and to invest the same as therein mentioned, and to stand possessed of the stocks, funds, and securities, and the annual income arising therefrom, upon trust as to the annual income of the trust fund to pay the same to her brother R. for his life; and from and after his decease, as to £1,000 part of such investments, and the future annual income thereof, in trust to pay the same annual income to her niece, E., for her life, and from and after her decease to stand possessed of such sum of £1,000, and the investments in or upon which the same might be invested, and the future annual income thereof, in trust for, and to pay and divide the same unto and between such of the daughters of E., as therein mentioned; and from and after the decease of R., as to £1,000, other part of the trust fund of £4,500, and the future annual income thereof, in trust for and to pay the same annual income to her niece, M., for her life, and from and after her decease to stand possessed of the said sum of £1,000, and the investments in or upon which the same might be invested, and the future annual income thereof, in trust for, and to pay and divide the same unto and between such of the children of M., as therein mentioned; and from and after the decease of R., as to £1,000, other part of the trust fund of £4,500, to stand possessed thereof in trust for, and to pay and divide the same unto and between such of the daughters of her late niece, J., as therein mentioned; and from and after the decease of R., as to £1,500, remaining part of the trust fund of £4,500, in trust for and to pay the same to her niece, O., for her sole and separate use. And the testatrix declared that "the interest which any female may take under this my will shall be for her sole and separate use, independently of the debts, control, or engagements of any husband with whom she may now or hereafter be intermarried, and without power to anticipate the same, and for which her receipt shall alone be a sufficient discharge." The niece O. was married. No settlement was executed on her marriage. R. died shortly after the testatrix, before the £4,500 had been raised. The trustees afterwards invested £1,500, to meet the legacy to O., on a mortgage. The question was whether O. was entitled to have the £1,500 paid to her on her separate receipt, or whether the trustees must retain the fund and pay her only the income during her life. Kay, J., held that she was only entitled to have the income paid to her during her life. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.J.J.) held that she was entitled to have the £1,500 paid to her. BAGGALLAY, L.J., observed that in the gift of the £1,500 to O. there was no reference whatever to income, and said that, in his opinion, the gift was a gift of a sum of money. He thought that this view was not at all contrary to the decision of Jessel, M.R., in *In re Ellis's Trusts* (L. R. 17 Eq. 409). There the gift was of a sum of Consols, which was a perpetual annuity. Nor was it contrary to the decision of Bacon, V.C., in *In re*

Croughton's Trusts (L. R. 8 Ch. D. 460). As to *In re Clarke's Trusts* (30 W. R. 778, L. R. 21 Ch. D. 743, 26 SOLICITORS' JOURNAL, 511) his lordship was unable to adopt the view of Fry, J. So far as the actual decision in that case went, that a sum of cash should be handed over to the married woman, his lordship thought it was right, unless the cash was the produce of an interest-bearing fund. His lordship thought it could make no difference that the trustees had, after the death of the testator, converted an interest-bearing fund into cash. In the present case he thought that, the time having arrived when the fund was payable, the lady could give a good discharge for it, though he thought that any charge on the fund created by her before the death of R. would have been invalid. COTTON, L.J., thought the question was one of construction. He thought that an unfortunate expression had been used in some of the cases. It had been said that, when the gift was of an interest-bearing fund, the restraint on anticipation would be effectual; but that, if the gift was of a fund not bearing interest, the restraint would be ineffectual. If Fry, J., meant to say that the question depended on the accident of the condition in which the fund was, and not on the intention of the testator, his lordship thought he was in error. The true test was whether the testator intended that the married woman should be able to give a receipt for the fund. In the present case it was given to her absolutely, for her separate use, and there was no indication of any intention that the trustees were to retain the investments in their hands and pay her only the income. They were to pay the £1,500 to her, and her receipt was to be a sufficient discharge. Having regard to the fact that the gift was of a reversionary interest, the clause restraining anticipation might have full effect given to it by saying that any charge created by the married woman on the fund before it fell into possession would be void. LINDLEY, L.J., concurred.—COUNSEL, Barber, Q.C., and Seward Brice; Gregory. SOLICITORS, F. E. Paynter; Slade & Slade.

ARTIZANS AND LABOURERS' DWELLINGS IMPROVEMENT ACT, 1875 (38 & 39 VICT. C. 36), s. 20, SCHEDULE, ss. 18, 20, 24, 26—COMPENSATION—ARBITRATOR'S AWARD—APPEAL TO JURY—INTEREST ON FURTHER SUM.—In a case of *Shew v. The Birmingham Corporation*, before Chitty, J., on the 18th and 22nd inst., a question was raised under the Artizans' and Labourers' Dwellings Improvement Act, 1875, as to payment of interest on a further sum assessed by a jury to which the plaintiff had appealed in respect of land taken by the corporation, by virtue of their compulsory powers under the Act, and of which the plaintiff was tenant for life, subject to a lease of some eleven years, bearing a ground rent of £10 per annum. The procedure under the Act is analogous to, and in part embodies the provisions of, the Lands Clauses Consolidation Act, 1845. It appeared that the arbitrator's final award was made in August, 1880, awarding the plaintiff £2,400. The plaintiff declined to accept the award, but the corporation being satisfied with the title paid into court £2,400, and on or about the 26th of March, 1881, took possession. In December, 1883, the plaintiff was awarded by a jury £3,200, and on the 15th of January, 1884, the corporation paid the further sum of £800 into court. The plaintiff claimed to be entitled to four per cent. interest on the £800 from the 26th of March, 1881, up to the 15th of January, 1884. CHITTY, J., said that in an ordinary case between a vendor and purchaser, where no provision was made by contract as to payment of interest on the purchase-money, the settled law was that interest was payable from the time when the purchaser could prudently have taken possession of the property. In the case of *In re Pigott v. The Great Western Railway Company* (39 W. R. 727, L. R. 18 Ch. D. 146), Jessel, M.R., applied the rule to the contract or quasi-contract arising between the parties under the Lands Clauses Consolidation Act, 1845, when the compulsory powers of the statute were put in force. In a previous case of *Rhys v. Dars Vale Railway Company* (23 W. R. 23, L. R. 19 Eq. 93), Bacon, V.C., held that interest was payable by the railway company from the time of taking possession under its statutory powers, and not merely from the subsequent period when the price was ascertained by the verdict of a jury, and that decision appeared to be correct; and, although Jessel, M.R., in *In re Pigott v. The Great Western Railway Company*, dissented from some remarks of Bacon, V.C., in *In re Eccleshill Local Board* (28 W. R. 530, L. R. 13 Ch. D. 365, yet he did not, and in his (Chitty J.'s) opinion, could not have expressed dissatisfaction with the decision of the Vice-Chancellor in *Rhys v. Dars Vale Railway Company*. The result of the provisions of the Artizans and Labourers' Dwellings Improvement Act, 1875, which regulated the procedure in respect of lands compulsorily taken by means analogous to, but not identical with, those provided by the Lands Clauses Consolidation Act, 1845, was, when the principle of the decision in *Pigott v. Great Western Railway Company* was applied to them, that if the local authority had, under section 20 of the schedule to the Act of 1875, paid the purchase-money into court, and had seen, approved of, and accepted the title, the local authority, being entitled to take possession, was bound to pay interest as from the date when they could have taken possession on any further sum payable as purchase-money. Nor could such interest be said to be provided for by the subsequent verdict of the jury. For it was clear from an inspection of the provisions of the Act of 1875 that the true functions of the jury were to sit by way of appeal to determine the amount of compensation, and that they, on the one hand, ought not to give anything for the interest for the period which had elapsed since the award appealed from, and that, on the other hand, they ought not to take into consideration the circumstance that the property had, since the award, become more valuable, because, as in the instance before the court, an outstanding lease had, since the date of the award, become nearer expiration. It was the function of the jury to assess the compensation as at the date when the award was made. It was true that, as a general rule, antecedent interest was not payable on a sum awarded by

a verdict of a jury or a judgment of a judge, so as to give a retrospective effect to such verdict or judgment, but the proceedings in the present case were taken to ascertain the amount of the purchase-money, and the verdict of the jury or a effect an alteration of an award made, and must be taken as substituting in the award made in 1881 the sum of £3,200 for that of £2,400. The plaintiff, therefore, was entitled to the interest he claimed.—COUNSEL, *Romer, Q.C., and P. Beale; Ince, Q.C., and Methold.* SOLICITORS, *Church, Rendell, & Treherne, for E. Westwood, Birmingham; Sharpe, Parkers, Pritchard, & Sharpe, for E. O. Smith, Town Clerk, Birmingham.*

PRACTICE—MORTGAGE—FORECLOSURE ABSOLUTE—MORTGAGOR TENANT IN TAIL DECLINING TO BAR ESTATE TAIL—VESTING ORDER—TRUSTEE ACT, 1850, s. 30.—In a case of *Pugh v. Williams*, before Chitty, J., on the 19th inst., an application was made to the court on the part of a mortgagee for a vesting order under section 30 of the Trustee Act, 1850. It appeared that the mortgagor, who was tenant in tail in possession of the mortgaged property, had been absolutely foreclosed by order of the court, and had declined to bar the entail. It was also asked that the mortgagor might pay the costs of the application, seeing that he had been finally foreclosed. CHITTY, J., said that he would make a vesting order by analogy to the case of *Mason v. Mason* (26 W. R. 565, L. R. 7 Ch. D. 707), and in that form, and the land would be freed from estates tail. The costs of the application, however, could not be given (*Smith v. Beucher*, 1 Sm. & Giff. 72), and it would be safer to give no costs.—COUNSEL, *Bardwell.*

COMPANY—PAYMENT BY SURETY—SET-OFF—WINDING UP—UNLIMITED COMPANY—CALLS—COMPANIES ACT, 1862, s. 101.—In a case of *In re The Norwich Equitable Fire Assurance Company, Brannett's case*, before Bacon, V.C., on the 21st inst., the question arose whether in the winding up of an unlimited company a director and contributory, who, after the winding-up order, had paid £500 in respect of a promissory note given by him to secure the overdrawn banking account of the company, could set off the payment so made by him against a call made by the directors before the filing of the petition, but not yet paid. BACON, V.C., said that the question turned upon the 101st section. Brannett had never entered into any contract with the company by virtue of which he could claim this set-off so as to be paid 20s. in the pound to the extent of his debt in preference to the other creditors. He had a right to stand in the shoes of the bank as a creditor to the extent of the £500, but not to set it off against the call.—COUNSEL, *Horton Smith, Q.C., and Methold; Marten, Q.C., and Seward Brice.* SOLICITORS, *Owles & Collinson; Bozall & Bozall.*

SETTLED LAND—SALE BY TENANT FOR LIFE—APPLICATION OF CAPITAL MONIES—DISCHARGE OF INCUMBRANCES—IMPROVEMENTS—CHARGE FOR LAND DRAINAGE IMPROVEMENTS—IMPROVEMENT OF LAND ACT, 1864 (27 & 28 VIC. c. 114), ss. 27, 49, 66—SETTLED LAND ACT, 1882, ss. 21 (SUB-SECTIONS I., II.), 25, 26, 33, 53.—In a case of *In re Knatchbull's Settled Estates*, before Pearson, J., on the 17th inst., the question arose whether charges on settled land for drainage improvements, made before the Settled Land Act, under the powers conferred by the Improvement of Land Act, 1864, the charges being terminable—i.e., to be paid off by annual instalments in a fixed period of years—were "incumbrances affecting the inheritance" within the meaning of sub-section (II.) of section 21 of the Settled Land Act, 1882, so that they could be paid off out of "capital money" arising under the Act. The trustees of the settlement had in their hands moneys arising from sales of part of the settled estates, and the tenant for life was about, in exercise of the powers conferred on him by the Act, to sell a large portion of the estates. The estates which he was about to sell were, with the rest of the settled estates, subject to various terminable charges for drainage improvements, created under the Act of 1864, and the question was whether these charges could be paid off out of the capital moneys in the hands of the trustees, or out of the proceeds of the proposed sale. PEARSON, J., held that these charges were not "incumbrances affecting the inheritance" within the meaning of section 21 (II.), and that, even though the improvements were such as would have been authorized or sanctioned under sections 25 and 26, the charges for them could not be paid out of the capital money, the operation of sections 25 and 26 being prospective, not retrospective. The Settled Land Act was not intended to relieve the tenant for life from liabilities which he had taken on himself before that Act came into operation.—COUNSEL, *Cosens-Hardy, Q.C., and Herbert Lake; Cookson, Q.C., and Charles Church.* SOLICITORS, *Lake, Beaumont, & Lake; H. J. Bell.*

SOLICITORS' CASES.

COURT OF APPEAL.

(Before BRETT, M.R., and BOWEN and FRY, L.JJ.)

July 21.—*In re Henry Holland, a Solicitor.*

This was an appeal by Henry Holland, a solicitor, from an order of Mr. Baron Huddleston and Mr. Justice Hawkins, suspending him from practice for a year (*ante*, p. 675). It appeared that, on the 10th of June, 1881, Holland, as solicitor, recovered judgment for a client for £104, to be paid by instalments. By the 1st of May, 1882, he had received £42 15s. 4d. of the £104. During that summer the client repeatedly applied to him for his bill of costs and for an account of the costs received. On the 4th of July, 1882, in answer to pressure for the money, Mr. Holland gave the client a cheque for £10, which was dishonoured. The bill of costs was not

delivered until an attachment was ordered, but, on the 3rd of August, 1883, the bill was delivered, amounting to £53 19s. 9d. This amount was reduced on taxation to £26, leaving about £15 due to the client. The money not having been paid, the client applied to strike the solicitor off the rolls. He stated in his affidavit that when, before July, 1883, he applied to the solicitor for an account, Holland admitted having received the money. The matter was referred to a master, who reported against the solicitor, with the result that the Divisional Court ordered Holland to pay the money, and to be suspended for a year. He paid the money, and now appealed from so much of the order as related to the suspension. The master had found that when the client applied to know what money had been received, Holland said that he could get no money whatever from the judgment debtor, and that it was on the 3rd of August, 1883, that the client first ascertained that Holland had received the £42 15s. 4d. It was now alleged that the client's affidavit was inconsistent with that finding, that the solicitor had owned to having money in his hands, and that though the client did not know the exact amount until August 3, 1883, yet he did know that the amount, whatever it was, would be exceeded by the bill of costs. No explanation was given before the master or the Divisional Court as to the cheque being dishonoured, but on appeal the counsel for the solicitor was allowed to read, as part of his speech, an affidavit explaining the occurrence.

Candy, for the solicitor.

Morton Daniel, for the client, was not called upon to argue.

Hollans watched the case on behalf of the Incorporated Law Society.

The appeal was dismissed.

BRETT, M.R., said that in his view the proper inference was that the bill of costs was a dishonest bill, made out in order to pretend to show a balance in the solicitor's favour, so that after having given a cheque he would be justified in saying that he had not received money to the extent of the bill. The present affidavit of the solicitor, if it had been made and proved in court, would not have been one which the court could have accepted as anything like true, but it would have been false. So far from thinking the sentence of the court too severe, his lordship doubted very much whether it ought not to have been that the solicitor should be struck off the rolls.

BOWEN, and FRY, L.JJ., gave judgment to the same effect.—*Times.*

July 20.—*In re W. B. Abbott and In re Edward Lewis.*

In this case a divisional court had ordered Mr. W. B. Abbott, a solicitor, to be struck off the rolls for allowing one Edward Lewis, who was not a solicitor, to practise in his name, and had further, under section 32 of the Solicitors' Act, 1843, made an order committing Lewis to prison. Against this order Lewis now appealed.

Mr. Intyre, Q.C., and H. Reed, appeared in support of the appeal, but, in reply to the Master of the Rolls, they stated that Lewis had not surrendered nor gone to prison, and that he was not then present in court.

The COURT thereupon refused to go into the case upon the merits.

Mr. Intyre and Reed then proceeded to argue that the order was bad upon the face of it as not sufficiently showing any ground of commitment.

The COURT, however, without hearing Mr. R. V. Williams, who appeared in support of the order, were clearly of opinion that it sufficiently stated the ground of the commitment, and that, as the appeal was upon a matter of discipline only, it could not, according to the practice, be heard unless the appellant surrendered and was present to abide the order of the court. If, however, Lewis appeared next Saturday they would hear the case on its merits.—*Times.*

OBITUARY.

MR. JUSTICE WILLIAMS.

The Hon. Sir Charles John Watkin Williams, Knight, one of the judges of the Queen's Bench Division, died suddenly when on circuit at Nottingham, on the 17th inst., at the age of fifty-five. The deceased judge was the eldest son of the Rev. Peter Williams, rector of Llansannan, Denbighshire, and was born in 1828. He was educated at Ruthin Grammar School and at St. Mary's Hall, Oxford. He studied for the medical profession at University College, London, where he passed all the necessary examinations, and he was for a short time house surgeon at University College Hospital. He afterwards elected to follow the legal profession, and he was called to the bar at the Inner Temple in 1854, when he joined the Home Circuit. His professional progress was slow, but he gradually became known and obtained a lucrative practice both on circuit and in London, especially in shipping cases. His chambers were also much resorted to by pupils. In 1873 he received a silk gown from Lord Selborne, and, although never a brilliant advocate, he had for many years a large share of the leading mercantile business at Guildhall, besides being often retained in appeals before the House of Lords. In 1868 he was elected M.P. for the Denbigh Boroughs in the Liberal interest. He was again returned in 1874, and, in 1880, he was elected M.P. for Carmarvonshire. He warmly supported Mr. Gladstone's Irish Church and Land policy, although on certain questions, including the discussion on the Collier appointment, he took an independent line. In November, 1880, on the death of Lord Justice Thesiger and the transfer of Sir Robert Lush to the Court of Appeal, he was appointed by Lord Selborne to the vacant Queen's Bench judgeship, and received the usual honour of

knighthood. He had for a long time suffered from disease of the heart. In the spring of the present year he spent a few weeks in the south of France, and it was hoped that his strength had been restored, and he elected to go on the Midland Circuit in the hope of deriving benefit from the change of air. He presided in the civil court at Nottingham on Thursday, the 17th inst., and afterwards was attacked with illness, which proved fatal in a few minutes. Mr. Justice Williams was a bencher of the Inner Temple and a magistrate for Denbighshire. He was married, in 1855, to the daughter of Mr. William Carey, who died in 1864, and in 1865 to one of the daughters of the late Lord Justice Lush. Mr. Justice Williams was buried at Kensal Green Cemetery on the 22nd inst.

MR. JOHN HORATIO LLOYD.

Mr. John Horatio Lloyd, barrister, died at 100, Lancaster-gate, on the 18th inst., at the age of eighty-five. Mr. Lloyd was the eldest son of Mr. John Lloyd, of Stockport, and was born in 1799. He was educated at Queen's College, Oxford, where he obtained a double first (classics and mathematics), in 1821, and he was afterwards elected a fellow of Brasenose College. He was called to the bar at the Inner Temple in Easter Term, 1826. Mr. Lloyd was M.P. for the borough of Stockport in the Liberal interest from 1832 till 1835. He was married to the daughter of Mr. Holland Watson.

LOCAL TRIAL OF ACTIONS.

On the 18th inst. the Lord Chancellor received a deputation from Lancashire and Cheshire, who desired to express their dissatisfaction with the new Order in Council for holding the winter and summer assizes at Manchester and Liverpool, and to ask that continuous sittings should be held instead of the new arrangement.

The Lord Chancellor said that the general subject was one to which he had given great attention. He had been most anxious that everything reasonable and practicable should be done to meet the requirements of local business. There were some points on which there was considerable room for differences of opinion, but on the general point, that it was desirable to give all reasonable facilities for the trial of local causes where they could be most cheaply and conveniently tried, he was, and he had been, in entire accord with the deputation. The point on which he must respectfully ask to be permitted to reserve his own judgment was this—whether it could be at once determined that we had exhausted the capacities of an improved assize system, and that assizes should be done away with. If one of a limited number of judges were to be practically in the country at all times, this might involve a great waste of judicial time, unless the business were sufficient to justify his detention. His absence would cripple business in London, and certainly the concession or demand made would lead to similar demands, which would be made with a great appearance of reason, from other parts of the country. This was a matter on which certainly the leaning of his own mind had been, and was, that we should proceed by way of development, in the first instance, by the improvement of the system which we called the circuit or assize system. It was a matter of substance, and not of name. They might speak of abolishing assizes and substituting sittings; it would be the same thing in substance; it would be a judge going down from London, to try such causes as were ready to be tried, and returning to London, as he ought to return, when he had done the work. This was all he thought it right to say upon the general subject; but he could assure them that he had been, and he still was, most anxious that what could be reasonably done should be done to meet practical wants. With regard to details, there were several things as to which he thought there had been, and still was, some misunderstanding. A good deal was heard about the importance of trying witness causes in the admiralty and chancery courts on the spot. He was not aware what there was to prevent that being done if the parties were willing to do it. This could be done under a general order which was now in force, and which was going to be altered so as to give a more distinct intimation of the desirability of the permission being exercised. The general order said that all causes in any division might be marked for that place of trial which the plaintiff desired; if the plaintiff used that power unreasonably, or if he did not use it at all, there was nothing to prevent an application being made by anyone entitled to make it that the cause should be locally tried; and that applied to the Admiralty Division and to the Chancery Division. This might have been in some doubt, but it was going to be made clear by a new order. New orders were in contemplation, and he hoped they would particularly provide for those admiralty and chancery cases which required to be locally tried—namely, cases in which there were a number of witnesses who were generally local witnesses. In chancery these motions generally came on with motions for injunctions. As he said, if the plaintiff had the good sense to know that a cause ought to be tried in the country, there was nothing to prevent him making it to be so tried. It was proposed to make a rule that when any motion of the kind came before the court, if it appeared that the witnesses resided in the country, and the case could be more conveniently tried there, it should be sent down for trial. There would be a provision made for judges going from either division, when the number of causes made it necessary. He could not understand how it was that the plaintiffs in admiralty cases did not mark them to be tried at Liverpool; there was nothing in the world to prevent it; but if it could be shown that plaintiffs were perverse, defendants might apply to the court, and the court would make such order as it thought right. There was some misunderstanding

about the new Order in Council. Its provisions were never meant to be inflexible. There was an express provision that all causes should be disposed of as far as possible. It would be a mistake to suppose that because certain dates were named in the schedule for the beginning of business at Manchester and at Liverpool that, if the Manchester business was not finished when the day came for opening the assizes at Liverpool, it was to be broken off. He was surprised to find that some disappointment had been created by the omission of an arrangement for the trial of civil causes at the spring assizes. The real reason was it was contemplated that if the Liverpool winter assizes were to begin on the 1st of March, and be continued until the business was disposed of, they would be continued into April if necessary, so that it would not be probable there would be, at the time the spring assizes were held, other business of sufficient amount to make it inconvenient to wait until the sittings which were to begin in June. That might be a mistake, and it was under consideration whether it should not be altered, and whether civil business should not be taken at the spring assizes. It might be assumed that there might be some other alterations, but they would all be made upon this principle—that this business had to be done whatever time it required to do it, and the machinery was provided by the Order in Council. If one judge was occupied for thirty-five days, he was to be relieved, and another judge was to come; if the judge wanted special assistance another judge was to come. He was afraid that the suggestion that one judge was better than two or three would not meet with unanimous approval. On the same principle it might be demanded that there should be only one judge sitting in London. He could assure them that the Order in Council would be revised to avoid as far as possible any misconception, and to insure that its working would produce the desired result. It had been suggested that at the assizes there had been a hurry, owing to the desire to get through business. If this Order in Council did not fail in its intention, he hoped there would no longer be any reason for such hurry. No judge could be occupied more than thirty-five days at a time; and the supposed motive for hurrying would be removed. He had too much confidence in the judges to believe that they would set themselves against the proper working of the order. After all, unless they kept a judge always, which might involve a great waste of judicial time, it would be the same thing if the work was done whether the sittings were called assizes or not. As to the number of causes that were referred, he had a statistical statement from the bar of the Northern Circuit which completely disposed of the statement that references were increased by the difficulty of obtaining trial. The business had been disposed of except on one occasion, when the number of days assigned to it were unusually small. It did not appear from this statement that there had been any cases forced unnecessarily to reference, or that there had been any complaint on the subject. He quite agreed that, if greater facilities were given, more business would be done, and that there was a reserve to be drawn upon; we were not to assume that the number of causes from each place represented accurately the whole number which would be set down when a system was at work which would insure all being properly disposed of. He thought there would probably be more causes, and he hoped there would be more. But he could not perceive that there was any evidence of alleged postponement and of enforced reference. As to resort to arbitration, he was sorry to say delays here were at least as great as they were in Manchester, and if parties thought they could get a shorter road than a trial to a decision they resorted to arbitration. He was quite convinced that in no conceivable system was it likely, we should get rid of arbitration. They might depend upon it that what could be done to give a complete and fair and satisfactory trial to the improved system would be done, and he really hoped he might rely upon the good sense and reasonableness of the communities which the deputation represented not to endeavour to force an experiment of a difficult kind to an extreme extent which, as it seemed to him, in the present state of things, could not be assented to without a tendency to paralyse the administration of justice all over the country.

Mr. HOPKINSON said that in the Chancery Court of Lancashire there was an entire system at work; but the judge was not a judge of the High Court, and his jurisdiction was restricted. It had been suggested that his jurisdiction should be extended to common law cases, and also that the area of his jurisdiction might be extended. The system was right, only the judge was weak owing to these restrictions.

The Lord Chancellor said that the first point, as to the extension of the jurisdiction of the judge, might well deserve consideration, and personally he should regard it with favour; but it would probably be open to doubt whether he should have jurisdiction over the whole country, unless he was made a judge of the Supreme Court. If the local community were prepared to suggest means whereby, without increasing the charge on the public revenue, the salary could be increased so as to make it equal to that of the judges of the Supreme Court, he would not express any opinion, but, at all events, that would remove any financial difficulty.

Mr. HOPKINSON: I do not think that would be difficult.

The Lord Chancellor: I do not mean by appropriating fees to the salary.

Mr. HOPKINSON: There is already a surplus of fees to the amount of £8,500 a year.

The Lord Chancellor: I suppose something is done with them?

Mr. HOPKINSON: There is an accumulation of £77,000.

The Lord Chancellor: Accumulated and nothing done with it. I am glad to hear of such a fund. I am much obliged to you for giving me that information; we can discover some mode of applying it usefully.

The deputation thanked his lordship and withdrew.

NEW ORDERS, &c.

FEES AND PERCENTAGES.

ORDER AS TO THE FEES AND PERCENTAGES WHICH ARE REQUIRED TO BE TAKEN IN THE SUPREME COURT OF JUDICATURE BY MEANS OF STAMPS

Whereas by section 26 of the Supreme Court of Judicature Act, 1875, it is provided that the fees and percentages appointed to be taken in the High Court of Justice and in the Court of Appeal, and in any Court to be created by any Commission, and in any office which is connected with any of those Courts, or in which any business connected with any of those Courts is conducted, shall, except so far as may be otherwise directed, be taken by means of stamps; and further, that such stamps shall be impressed or adhesive, as the Treasury may from time to time direct; and that the Treasury, with the concurrence of the Lord Chancellor, may from time to time make such rules as may seem fit for publishing the amount of the fees and regulating the use of such stamps, and particularly for prescribing the application thereof to documents from time to time in use or required to be used for the purposes of such stamps, and for ensuring the proper cancellation of such stamps, and for keeping accounts of such stamps.

Now, we, the undersigned, being two of the Lords Commissioners of Her Majesty's Treasury, do, with the concurrence of the Lord Chancellor, hereby give notice, and order and direct:—

1. That from and after the date at which this order shall come into operation the stamps used for denoting the said fees and percentages shall be of the character, and be applied and otherwise dealt with in the manner, prescribed in the schedule hereto.
2. That the adhesive stamps at present in use in the Supreme Court of Judicature shall continue to be used so long as they are supplied by the Commissioners of Inland Revenue.
3. That in any case in which a deposit of stamps is required, pursuant to the Order as to Supreme Court Fees, 1884, such deposit shall be made in the manner provided by such Order.

The SCHEDULE above referred to.

The official forms, with impressed or adhesive stamps (as the case may be), required in any Court or Office of the Supreme Court, in respect of any proceedings herein referred to, may be obtained at the Inland Revenue Offices, Royal Courts of Justice.

Forms and Stamps for use in the Principal Probate Registry (which except for searches are all adhesive) can be purchased from the licensed vendors at Somerset House.

Summonses, Writs, Commissions, and Warrants.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On sealing a writ of summons for commencement of an action.	Writ of summons	Impressed	
On sealing a concurrent, renewed, or amended writ of summons for commencement of an action.	"	"	
On sealing a notice for service under Order XVI., rule 48.	Notice	Impressed or adhesive	
On sealing a writ of mandamus.	Præcipe left at time of issuing writ	Impressed, adhesive in Probate Registry	
On sealing a writ of subpoena not exceeding three persons.	"	"	
On sealing a writ of execution, a subpoena pursuant to the Court of Probate Act, 1858, section 23, and every other writ.	Summons	Impressed	
On sealing or issuing any originating summonses.	Præcipe	Adhesive	
On amending same.	Summons	Impressed or adhesive	
On sealing or issuing a summons for directions under Order XXX.	Summons or warrant	Impressed or adhesive	
On sealing or issuing any other summons on taxing master's warrant.	Notice	Impressed	
On filing a notice to have a reference to an Admiralty Registrar placed in the list for hearing.	Commission	Impressed	
On a notice in Admiralty actions pursuant to Order LXVII., rule 10.	Commission	Impressed, adhesive in Probate Registry	
On sealing or issuing a commission to take oaths or affidavits in the Supreme Court.	Copy of petition	Impressed	
On every other commission.			The commission or the copy of petition to be written on impressed paper, or the document to be produced at the Inland Revenue, Royal Courts of Justice, to be stamped.
On marking a copy of a petition of right for service.			

Appearances.

The fee payable on entering or amending an appearance shall be denoted by an impressed stamp on the form of memorandum as prescribed by the Appendix to the Rules of the Supreme Court, 1883, and where the appearance of more than one person is entered by the same memorandum, the fees for all persons beyond the first shall be denoted by means of impressed stamps.

Forms of memorandum of appearance with the impressed stamp for one or more defendants will be sold at the Inland Revenue Office, Royal Courts of Justice.

Copies.

	Document to be Stamped.	Character of Stamp to be used.
On a copy of a written deposition of a witness to enable a party to print the same.	Copy	Impressed or adhesive
On examining a written or printed copy, and marking or sealing same as an office copy.	Copy	Impressed or adhesive
On making a copy, and marking same as an office copy.	Copy	Impressed or adhesive
On a copy in a foreign language.	Copy	Impressed or adhesive
On a copy of a plan, map, section, drawing, photograph, or diagram.	Præcipe or copy	Impressed or adhesive
On a printed copy of an order, not being an office or certified copy.	Copy	Impressed or adhesive

Attendances.

The fees payable under this heading shall be denoted either by an impressed or adhesive stamp on the subpoena, notice or other document requiring the attendance of the officer.

Oaths, &c.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On taking an affidavit or an affirmation or attestation upon honour in lieu of an affidavit or a declaration, except for the purpose of receipt of dividends from the Paymaster-General.	Affidavit or other document answering thereto	Impressed or adhesive	

	Documents to be Stamped, and Character of Stamp to be used.	Regulations and Observations.
And in addition thereto, for each exhibit therein referred to and required to be marked.	Stamps to be impressed or adhesive on affidavit	The amount of Stamps should be marked on the Office copy

Filing.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On filing a special case or petition of right.	Special case, petition of right, or præcipe Document filed	Impressed Impressed or adhesive	Where practicable stamp to be on special case or petition of right, and in other cases on præcipe filed.
On filing, except in Admiralty actions, an affidavit, deposition, or set of depositions (including any exhibits annexed to any such affidavit or deposition), statement of claim in default of appearance, official and special referees' certificates, petition, preliminary act, submission to arbitration, award, warrant of attorney, cognovit, bail, satisfaction piece, bond, writ of execution with return, and power of attorney, and every other proceeding in a Probate action or in a Divorce or other Matrimonial cause or matter required by Act of Parliament, general order, or order in the action, cause, or matter to be filed in the Principal Probate Registry.	Scheme	Impressed	
On filing a scheme pursuant to the statute 30 & 31 Vict. c. 127, or the Liquidation Act, 1868.	Affidavit or Order	Adhesive	
On filing scripts in a Probate action or on depositing, pursuant to an order in any cause or matter, any documents for safe custody or production.	Receipt	Adhesive	
On a receipt for any document or documents to which the two last fees apply, when delivered out, or for any other document or documents when delivered out of the Principal Probate Registry.	Affidavit Minute	Impressed Impressed or adhesive	
On filing an affidavit and notice under Order XLVI, rule 4.	Bill of Sale Document	Impressed Impressed	
On every minute in Admiralty actions pursuant to Order LXVI, rule 8, for every instrument or document to which the minute relates (other than an exhibit, or any instrument or document previously issued from the Registry or the Marshal's office).	Affidavit Fiat	Impressed Impressed	
On filing a bill of sale and affidavit therewith.			
On filing under the Bills of Sale Acts, 1878 and 1882, any other document.			
On filing an affidavit of registration of a bill of sale.			
On filing a fiat of satisfaction.			

Certificates.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On a certificate of appearance, or of a pleading, affidavit, or proceeding having been entered, filed or taken, or of the negative thereof, including certificate for use in a foreign country, and certificate of proceedings pursuant to Order LXI., rule 24.	Certificate	Impressed or adhesive	

Searches and Inspections.

The fees on searches and inspections shall be taken by means of impressed stamps on a form of application, which will be issued and sold at the Inland Revenue Office, Royal Courts of Justice; or, for the Principal Probate Registry, at Somerset House.

Examination of Witnesses.

The fees under this heading may still be denoted by means of adhesive stamps, which may be affixed either to the deposition or to the order or memorandum of appointment for an examination.

Hearing.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On entering or setting down, or re-entering or re-setting down, an appeal to the Court of Appeal, or a cause or matter for trial or hearing in any Court in London or Middlesex, or at any Assizes, including hearing or further consideration when no fee was paid on the original hearing, whether on summons adjourned from Chambers or otherwise, and including special case, a petition in a divorce or matrimonial cause or matter by which a proceeding is commenced, and petition of right, but not any other petition, nor any other summons adjourned from Chambers.	In the Chancery Registrars' Office, on forms provided for the purpose At offices of Associates on copy of pleadings At all other offices of the High Court or Court of Appeal on præcipe Certificate	Impressed Impressed or adhesive Impressed or adhesive Impressed or adhesive	
On entering directions of the Judge at a trial and certifying same if required.	Præcipe	Impressed	
On writing for the attendance of Trinity Masters or other assessors on the hearing of an Admiralty action.	Petition	Impressed	
On answering and setting down for hearing in Court a petition by which any proceeding is commenced by any other petition.			

Judgments, Decrees, and Orders.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On drawing up and entering a judgment, decree, or order, whether on the original hearing of a cause or on further consideration, including a cause commenced by summons at Chambers, and an order on the hearing of a special case or petition, and any order by the Court of Appeal, or any other order or judgment.	Judgment, decree, or order	Stamp to be impressed on the judgment or order, except at the Crown Office, where adhesive stamps may for the present be also admitted, but, as far as practicable, a præcipe, with an impressed stamp, should in all cases be used. Adhesive stamps to be used in the Principal Probate Registry.	
On signing a note or memorandum of an order, pursuant to Order LII., rule 14, when required for production, where no order is drawn up.	Note or memorandum	Impressed or adhesive	
On a memorandum to enter an order <i>nunc pro tunc</i> .	Memorandum	Impressed	
For copy of a plan, map, section, drawing, photograph, or diagram, required to accompany any order.	Copy	Impressed or adhesive	Where an adhesive stamp would damage the copy, a præcipe with the impressed stamp should be used.

Proceedings at Judges' Chambers or before a Master, Registrar, District Registrar, or Official Referee.

The fees payable on these proceedings shall be paid in the manner provided by the Order as to Supreme Court Fees, 1884, either by impressed or adhesive stamps, and where any such fees become due and payable upon making a certificate or order they shall be impressed or attached on the certificate or order. When any such fee is impressed or attached on an order, the officer who enters the order shall note on the entry the amount of the fee appearing on the order; and where any such fee is impressed or attached on a certificate the amount thereof shall be noted on every office copy thereof.

In the Admiralty Marshal's Office.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On the execution of a warrant.	Warrant	Impressed	
On the execution of an attachment, for every person attached.	Attachment	Impressed or adhesive	
On the execution of any decree, order, commission, or other instrument under Order LXVII.	Instrument	Impressed	
On attending, appointing, and swearing appraisers.	Certificate of appraisal	Impressed	
On delivering up a ship or goods to a purchaser agreeably to the inventory.	Account sales	Impressed	
On attending the unlivery of cargo or sale or removal of a ship or goods per day.	Certificate of execution	Impressed	
On retaining possession of a ship with or without cargo, or of a ship's cargo without a ship, to include the cost of a ship keeper, if required, per day.	Certificate of release if property released. Account sales if property sold	Impressed	
On a report as to the sufficiency of sureties.	Report	Impressed	
On the sale of any vessel or goods sold pursuant to a Decree or Order of the Court for every £50 or fraction of £50 realized.	Account sales	Impressed	The Marshal's certificate of execution shall be attached to document ordering the unlivery sale or removal. The Marshal's certificate of release shall be attached to the instrument of release.

Taxation of Costs.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
For taxing a bill of costs.	Bill	Impressed or adhesive	In any case in which the fees have not been paid by stamps on the bill of costs, and a certificate is used, the fee to be denoted by impressed stamp on the certificate.
For a certificate of the result.	Certificate	Impressed.	

On Proceedings in the Pay Office of the Supreme Court.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On a certificate of the amount and description of any money, funds, or securities, including the request therefor.	Request	Impressed	
On a transcript of an account for each opening, including the request therefor.	Transcript	Impressed	
On a request to the Paymaster, Bank of England, or a Registrar of the Probate, Divorce, and Admiralty Division (unless otherwise provided), for any of the following purposes: paying, lodging, transferring, or depositing money, funds, or securities in Court without an order, or money in addition to the amount directed by an order to be paid in; paying out of Court any money without an order or a certificate of a taxing officer.	Request	Impressed	

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On a request for information in writing in respect of any money, funds, or securities, or any transaction in the Pay Office.	Request	Impressed or adhesive	
On a request for information respecting any money, funds, or securities to the credit of any cause or matter contained in any list prepared by the Paymaster of causes and matters to the credit of which any money, funds, or securities have not been dealt with during 15 years.	Request	Impressed or adhesive	
On an affidavit for the purpose of paying, transferring, or depositing any money, funds, or securities in Court pursuant to the Statute 10 & 11 Vict. c. 96.	Office copy of schedule	Impressed	
On preparing a power of attorney.	Power of attorney	Impressed	

Register of Judgments and Lis Pendens.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On registering a judgment or lis pendens.	Memorandum of registry	Impressed	
On re-registering same.	"	"	
On a search.	General form of search	"	
On a certificate of entry of satisfaction.	Præcipe	"	
On a request for search and certificate pursuant to Order LXI., rule 23.	Certificate	Impressed or adhesive	
On a duplicate certificate.	Certificate	"	
On a continuation search.	Original certificate	"	
On a certificate of a judgment for registration in Ireland or Scotland under the Judgments Extension Act, 1868, including affidavit.	Certificate	"	
On filing for registration a certificate issued out of Courts of Dublin or Court of Session in Scotland under the same Act.	"	"	
On every certificate of the entry of a satisfaction under the same Act.	"	"	
On a search made in one or both of the Registers of Irish or Scotch Judgments.	Præcipe	Impressed	

Miscellaneous.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
On a report of a Private Bill in Parliament.	Report	Impressed	
On an allowance of bye-laws or table of fees.	Allowance	Impressed	
On a fiat of a Judge.	Fiat	Impressed	
On signing, settling, or approving an advertisement.	Advertisement	Impressed or adhesive in Probate Registry	
On taking acknowledgment of a deed by a married woman.	Acknowledgment	Impressed	
On taking a recognizance or bond.	Recognizance	Impressed	
On assignment of a bond.	Assignment	Adhesive	
On taking bail, and taking same off the file and delivering.	Bail piece	Impressed	
On a commitment.	Commitment	Impressed	
On an application to produce Judges' notes.	Application	Impressed	
On appointment of Commissioners under glebe exchange.	Appointment	Impressed	
On vacating a recognizance.	Recognizance	Impressed	
On a citation.	Præcipe	Adhesive	
On admission or re-admission of a solicitor.	Admission	Impressed	
On filing a claim in the Admiralty Registry for repayment of the excess of wages paid to a substitute hired in the place of a volunteer into the Royal Navy, including copy sent to the Admiralty.	Claim	Impressed or adhesive	
On the opinion of the Admiralty Registrar objecting to the claim.	Document	Impressed	
On a certificate of the Admiralty Registrar ordering payment of amount due, including the copy to be sent to the Accountant-General of the Navy.	Certificate	Impressed	
On registering in the Admiralty Registry a power of attorney for a Queen's Ship generally, and a copy thereof for the Accountant-General of the Navy.	Power of attorney	Impressed	
On registering same specially.	Power of attorney	Impressed	
On taking accounts by the Admiralty Registrar in Naval Prize matters.	Account	Impressed or adhesive	
On Admiralty Registrar writing letters in regard to Naval Prize matters.	Document	Impressed or adhesive	
On every £50, or fraction of £50, paid out of the Admiralty Registry in any action, or to the Naval Prize Account.	Account	Impressed or adhesive	
Any other proceeding, pleading, or document not hereinbefore specified.	Document or Præcipe	Impressed or adhesive	These are to be impressed, if practicable, where not filed in the office.

General Directions.

In any case in which the use of impressed stamps is prescribed, paper or parchment on which the document requiring a stamp is to be written may be stamped at the Inland Revenue Office, Royal Courts of Justice, notwithstanding that stamped forms are also provided by the Commissioners of Inland Revenue.

The cancellation shall be effected in such manner as the Commissioners of Inland Revenue shall from time to time direct.

It shall be obligatory on all officers of the Supreme Court charged with the duty of cancelling adhesive stamps to see that all such stamps, although obliterated by a written or printed cancellation, be afterwards cancelled by means of perforation.

This Order shall come into operation on the 18th day of July, 1884.

Dated the 4th day of July, 1884.

CHARLES C. COTES, }
R. W. DUFF, } Two of the Lords of Her Majesty's Treasury.

I concur in this Order,

SELBORNE, C.

Mr. A. Queen's P. the son of 1828. H. B.A. at the called to became a Midland has pract pointed of the M and of th

Mr. C. Barrister Easter T Central C and South

Mr. W. pointed

Mr. A. Ackers), borough in 1881.

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LEGAL APPOINTMENTS.

Mr. ALFRED WILLS, Q.C., who has been appointed a Judge of the Queen's Bench Division, in succession to the late Mr. Justice Williams, is the son of Mr. William Wills, solicitor, of Birmingham, and was born in 1838. He was educated at University College, London, and he graduated B.A. at the University of London in 1849, and LL.B. in 1851. He was called to the bar at the Middle Temple in Michaelmas Term, 1851, and he became a Queen's Counsel in 1872. He was formerly a member of the Midland Circuit, but since the re-arrangement of the circuits in 1876 he has practised on the North-Eastern Circuit. Mr. Justice Wills was appointed recorder of the borough of Sheffield in 1880. He is a bencher of the Middle Temple, and a member of the Council of Legal Education, and of the Incorporated Council of Law Reporting.

Mr. CHARLES W. MATHEWS, who has been appointed one of the Revising Barristers for Somersetshire, was called to the bar at the Middle Temple in Easter Term, 1872. He practises on the Western Circuit, and also at the Central Criminal Court, and at the Middlesex, Hampshire, Portsmouth, and Southampton Sessions.

Mr. WILLIAM STEVENSON OWEN, judge of county courts, has been appointed a Magistrate for Monmouthshire.

Mr. ALFRED HENRY ACKERS, solicitor (of the firm of Rutland, Graves, & Ackers), of Peterborough, has been appointed Clerk to the Peterborough Cemetery Commissioners. Mr. Ackers was admitted a solicitor in 1881.

Mr. EDWIN GEORGE JELlicoe, solicitor, of Swansen, Neath, and Ystalyfera, has been appointed a Commissioner for taking Affidavits, Bail, and the Examination of Witnesses in the Supreme Court of the Colony of New South Wales, and in the Supreme Court of the Colony of Queensland.

Mr. WILLIAM RICHARDSON, solicitor, of Thrapston and Oundle, has been elected Clerk to the Oundle Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and Superintendent Registrar for the district, in succession to his father, the late Mr. Robert Richardson. Mr. W. Richardson was admitted a solicitor in 1862.

Mr. WILLIAM ANSELL DAY, solicitor (of the firm of Day & Cather), of 18, New Bridge-street, and of Brighton, has been appointed by Mr. George Faudel Phillips, sheriff-elect, to be one of the Under-Sheriffs of London and Middlesex for the ensuing year. Mr. Day was admitted a solicitor in 1849.

Mr. JOSEPH BEAUMONT, solicitor (of the firm of Beaumont & Warren), of 33, Chancery-lane, and of Great Coggeshall, has been appointed Clerk to the County Magistrates at Latchingdon. Mr. Beaumont was admitted a solicitor in 1856.

DISSOLUTIONS OF PARTNERSHIPS, &c.

THOMAS DISNEY LEAVER and ADOLPHUS GEORGE MASKELL, solicitors, 57, Lincoln's-inn-fields. July 14. [Gazette, July 18.]

JAMES ROBERT MACARTHUR, ROBERT JOHN MACARTHUR, and CLARENCE BECKFORD, solicitors, 29 and 30, John-street, Bedford-row (Macarthur, Son, & Beckford). July 19. [Gazette, July 22.]

Mr. PHILIP S. LEVY, solicitor, of 24, North John-street, Liverpool, has taken into partnership Mr. JAMES DOWLING, and the practice will in future be carried on under the firm of Levy & Dowling.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

June, 1884.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

James Charles Waddington, who served his articles to Mr. William Eastham, of Clitheroe; and Messrs. Robinson, Preston, & Stow, of London.

Edmund Burke Harris, B.A., who served his articles to Mr. George Stenning, of Tonbridge.

Alleyne Brown, who served his articles to Mr. Henry Lindon Riley, of St. Helen's and Liverpool; and Messrs. Owles & Collinson, of London.

John Tomlinson, who served his articles to Mr. Henry Dodd, of the firm of Messrs. T. & H. Dodd, of Preston.

SECOND CLASS.

[In Alphabetical order.]

John Corrin Bell, who served his articles to Mr. Charles Gartside, of the firm of Messrs. Gartside & Robinson, of Ashton-under-Lyne and Manchester.

Walter Foster, who served his articles to Mr. James Bointon, of Leeds. Arthur Lionel Graham, who served his articles to Mr. John Forster Cooper, of the firm of Messrs. Ingie, Cooper, & Holmes, of London.

Herbert Hatton, who served his articles to Mr. William Sharp, of the firm of Messrs. Robert Davies & Co., of Warrington; and Messrs. Grundy, Kershaw, & Co., of London.

William Thornton Jones, who served his articles to Mr. John Glynne Jones, of Bangor.

Frank Lemon, who served his articles to Mr. J. A. Alsop, of the firm of Messrs. Alsop, Mann, & Co., of London.

Ernest Adolphus Schläpfer, who served his articles to Mr. Thomas Strover Turnbull, of the firm of Messrs. Slater, Turnbull, & Slater, of Manchester.

Samuel Thompson, B.A., who served his articles to Messrs. Taylor, Kirkman, & Colley, of Manchester; and Messrs. Byrne & Lucas, of London.

Stanley Edward Waters, who served his articles to Mr. William Henry Mayo, of the firm of Messrs. Mayo & Marsh, of Yeovil; and Messrs. Gregory, Rowcliffe, & Co., of London.

THIRD CLASS.

[In Alphabetical order.]

Walter William Brodie, who served his articles to Mr. Lewis Bishop, of the firm of Messrs. Bishop & Childs, of Llandilo; and Mr. S. B. Somerville, of London.

Arthur Henry Dean, who served his articles to Mr. John Higginbotham Bowden, of the firm of Messrs. Bowden & Walker, of Manchester.

Herbert Joseph Holme, who served his articles to Mr. John Woodburn, of Liverpool.

Archibald Sykes Morris, who served his articles to Mr. George Blagden, of London.

Frederick Swinson, who served his articles to Mr. George Page, of the firm of Messrs. Unett, Page, & Fisher, of Birmingham.

Alfred Gammon Wilkie, who served his articles to Mr. F. B. Turner, of Southampton.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Waddington, the prize of the Honourable Society of Clement's Inn—value 10 guineas; and the Daniel Beardon Prize—value about 25 guineas.

To Mr. Harris, the prize of the Honourable Society of Clifford's Inn—value 5 guineas.

To Mr. Brown, the prize of the Honourable Society of New Inn—value 5 guineas.

To Mr. Tomlinson, the prize of the Incorporated Law Society—value 5 guineas.

The Council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was seventy-five.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACon.	Mr. Justice KAY.
Monday, July	28 Mr. Pugh	Mr. Teesdale	Mr. Carrington
Tuesday	29 Lavie	Farrer	Jackson
Wednesday	30 Pugh	Teesdale	Carrington
Thursday	31 Lavie	Farrer	Jackson
Friday, Aug.	1 Pugh	Teesdale	Carrington
Saturday	2 Lavie	Farrer	Jackson
	Mr. Justice CHITTY.	Mr. Justice FRY.	Mr. Justice FRY.
Monday, July	28 Mr. McEvale	Mr. Ward	Mr. Kee
Tuesday	29 King	Pemberton	Owles
Wednesday	30 McEvale	Ward	Kee
Thursday	31 King	Pemberton	Owles
Friday, Aug.	1 McEvale	Ward	Kee
Saturday	2 King	Pemberton	Owles

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED BY CHARTER.

ANGLO-INDIAN AND COLONIAL INDUSTRIAL AND COMMERCIAL INSTITUTION, LIMITED.—Petition for winding up, presented July 14, directed to be heard before Bacon, V.C., on July 30. Greening, Fenchurch st, solicitor for the petitioner.

GLOBE STEAMSHIP COMPANY, LIMITED.—By an order made by Chitty, J., dated July 7, it was ordered that the company be wound up. Maple and Co, Frederick's pl. Old Jewry, agents for Bevan and Handcock, Bristol, solicitors for the petitioner.

IRONSTONE COLLIERY COMPANY, LIMITED.—Creditors are required, on or before September 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Roberts, of Millstone lane, Leicester. Thursday, Nov. 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

NOISELESS TYRE COMPANY, LIMITED.—Petition for winding up, presented July 15, directed to be heard before the Vice-Chancellor, at St George's Hall, Liverpool, on Monday, July 28, at 10.30. Gartside and Falkner, Manchester, solicitors, petitioners.

NOTION VENTILATOR COMPANY, LIMITED.—Petition for winding up, presented July 3, directed to be heard before Pearson, J., on July 28. Ashurst and Co., Old Jewry, solicitors for the petitioners.

TRUST AND AGENCY COMPANY, LIMITED.—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Baker Philip Daniels, 57, Moorgate st. Monday, October 27, at 11, is appointed for hearing and adjudicating upon the debts and claims. [Gazette, July 18.]

ANGLO-MAINESE HYDRAULIC DOCK COMPANY, LIMITED.—By an order made by Kay, J., dated July 11, it was ordered that the company be wound up. Geddes and Co., Old Palace rd, Westminster, agents for Slater and Co, Manchester, solicitors for the petitioner.

BOVINE CATTLE SPICE COMPANY, LIMITED.—Bacon, V.C. has, by an order dated July 10, appointed Walter Samuel Oxborrow, 32, Queen Victoria st, to be official liquidator.

FLOATING SWIMMING BATHS COMPANY, LIMITED.—Bacon, V.C. has fixed July 31, at 12, at his chambers, for the appointment of an official liquidator.

MARINE SALVAGE AND HYDRAULIC SHIP RAISING COMPANY, LIMITED.—Petition for winding up, presented July 18, directed to be heard before Chitty, J. on Saturday, Aug 2. Ellis and Co, 8 St Swithin's lane, solicitors for the petitioner.

NEW ALCAZAR COMPANY, LIMITED.—By an order made by Chitty, J. dated July 12, it was ordered that the company be wound up. Foss and Ledam, Abchurch lane, solicitors for the petitioner.

PACHAM AND COMPANY, LIMITED.—By an order made by Chitty, J. dated July 12, it was ordered that the company be wound up. Allen and Edwards, Old Jewry, solicitors for the petitioner.

PEOPLE'S INDUSTRIAL FIRE INSURANCE COMPANY, LIMITED.—By an order made by Chitty, J. dated July 12, it was ordered that the company be wound up. Pakeman, Old Jewry, petitioner in person.

SOUTH KENSINGTON MUTUAL ELECTRIC LIGHTING AND SUPPLY COMPANY, LIMITED.—Kay, J. has, by an order dated July 12, appointed George Augustus Cape, 8, Old Jewry, to be official liquidator.

SOUTH KENSINGTON MUTUAL ELECTRIC LIGHTING AND SUPPLY COMPANY, LIMITED.—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, 8, Old Jewry. Tuesday, Oct 23, at 12, is appointed for hearing and adjudicating upon the debts and claims.

FOURTH STANDARD STEAMSHIP COMPANY, LIMITED.—By an order made by Chitty, J. dated July 12, it was ordered that the voluntary winding up of the company be continued. Stocken and Jupp, Lime st, agents for Penkney, Sunderland, solicitor for the petitioner.

UNDERBANK MILLS COTTON SPINNING AND MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented July 18, directed to be heard before Pearson, J. on Aug 2. Carter, Lincoln's inn fields, agents for Jacksons and Godby, Rochdale, solicitors for the petitioner. [Gazette, July 22.]

UNLIMITED IN CHANCERY.

MERCHANTS' MUTUAL BENEFIT BUILDING SOCIETY.—Petition for winding up, presented July 18, directed to be heard before the Vice Chancellor on July 28, at St. George's Hall, Liverpool, at half-past ten. Chew and Sons, Manchester, solicitors for the petitioner.

NORTH AND SOUTH WOOLWICH SUBWAY COMPANY.—Bacon, V.C., has fixed July 29, at 12, at his chambers, for the appointment of a liquidator.

RUTHIN AND CERRIG-Y-DEUDION RAILWAY COMPANY.—Petition for winding up, presented July 17, directed to be heard before Bacon, V.C., on July 26. Richards and Co, King st, Cheapside, solicitors for the petitioners. [Gazette, July 18.]

NETHERTHORPE FREEHOLD LAND SOCIETY.—Chitty, J. has, by an order dated January 25, appointed William Henry Watson, Sheffield, to be official liquidator. [Gazette, July 22.]

COUNTY PALATINE OF LANCASTER.

UNLIMITED IN CHANCERY.

SEVENTH SPREAD EAGLE MUTUAL BENEFIT BUILDING SOCIETY.—Petition for winding up, presented July 16, directed to be heard before the Vice-Chancellor, on July 28, at St. George's Hall, Liverpool, at half-past ten. Chew and Sons, Manchester, solicitors for the petitioner.

SEVENTH SPREAD EAGLE BUILDING SOCIETY.—Petition for winding up, presented July 21, directed to be heard before, Bristowe, V.C., on July 30, at half past ten, at St. George's Hall, Liverpool. Sewell and Edwards, Gresham House, Old Broad st, agents for Marlow and Dixon, Manchester, solicitor for the petitioner. [Gazette, July 22.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BLAND, JAMES, Henley on Thames, Esq. Aug 30. Bateson and Co, Liverpool

BRIGHT, EDWARD, Onslow houses, South Kensington. Aug 7. Jacobs, Blackfriars rd.

DEARIE, THOMAS, Balsall Heath, Worcester, out of business. Aug 15. Saunders and Bradbury, Birmingham

EDWARDS, WILLIAM, Birmingham, Gent. Aug 14. Edwards and Clough, Birmingham

FORWOOD, GEORGE PELOW, Barnston, Chester, Provision Merchant. Aug 30. Bateson and Co, Liverpool

FOSTER, ANN, Atwick, East Riding. Aug 1. Priestman, Hull

HACKETT, ANN ELIZA, Birmingham. Aug 5. Beale and Co, Birmingham

HOWITT, ELIZABETH, Farnfield, Nottingham. Aug 4. Robotham and Attwood, Derby

JONES, EDWARD, Birmingham, Gent. Aug 9. Lowe, Birmingham

JONES, JOHN, Gellygair, Glamorgan, Retired Innkeeper. Aug 1. Shepard, Tredegar, Mon

LUMBY, ANN, Treswell, Nottingham. July 19. Marshall, Retford, Notts

MELIOR, THOMAS, Moseley, Lancaster, Plumber. Aug 5. Toy and Broadbent, Ashton under Lyne

MICKLETHWAITE, MARY ELLEN, Shrewsbury, Salop. Sept 1. Stansfeld, Halifax

OLIVER, JAMES, Dunstable, Bedford, Butcher. Aug 4. Benning and Son, Dunstable

RABBIT, Lady LUCY LOUISE, Ryde, Isle of Wight. Aug 8. Hartley and Cavell, College hill

RICKARD, FRANCIS CHARLES, Devonport, Gent. Aug 9. Hatchings, Devonport

RYCROFT, CHARLES ALFRED WILLIAM, Everlands, nr Bevenocks, Kent, Esq. Aug 20. Mace, Great Winchester st

RYLEY, THOMAS MARSHALL, Lee, Kent, Esq., J.P. Aug 18. Hughes and Co, Budge row

SEAGER, FRANCIS SURAN, Marholm Leys, Isleworth. Sept 4. Mackeson and Co, Lincoln's inn fields

WEBB, WILLIAM, Llanhilleth House, Monmouth, Wine Merchant. Sept 10. Edwards and Son, Pontypool

WEST, JEREMIA ELIZABETH, Euston sq. Sept 6. Bannister, John st, Bedford row

WHATELY, ANN, Compton terrace, Islington. Sept 3. Johnson and Co, Austin Friars

WICK, PERCY, Sydenham, Kent, Gent. Aug 9. Walker and Co, Theobald's rd, Gray's inn

[Gazette, July 8.]

SALES OF ENSUING WEEK.

July 28.—Messrs. BLAKE, HADDOCK, & CARPENTER, at the Mart, at 2 p.m., Freehold Properties (see advertisement, July 19, p. 4).

July 28.—Messrs. PRIN & NEWSON, at the Mart, at 1 p.m., Freehold Property (see advertisement, July 12, p. 4).

July 29.—Messrs. BLAKE, HADDOCK, & CARPENTER, at the Mart, at 2 p.m., Freehold Building Land (see advertisement, July 19, p. 4).

July 29.—Messrs. DERENHAM, TIRSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., the Island of Herm and Freehold Properties (see advertisement, July 5, p. 4; and July 19, p. 3).

July 30.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, July 12, p. 4).

July 29.—Mr. THORNTON, at the Mart, at 2 p.m., Freehold Property (see advertisement, July 19, p. 3).

July 30.—Mr. E. JACKSON, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, July 19, p. 4).

July 30.—Messrs. MOSS & JAMESON, at the Mart, at 1 p.m., Leasehold Investments (see advertisement, July 19, p. 4).

Aug. 1.—Messrs. NOTTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold, Copyhold, and Leasehold Properties (see advertisement, July 12, p. 4).

Aug. 1.—Messrs. EDMUND ROBINS & HINE, at the Mart, Leasehold Properties (see advertisement, July 19, p. 3).

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1869.

RECOVERING ORDERS.

FRIDAY, July 18, 1884.

Barraclough, James Samson, Halifax, Dyeware Grinder. Halifax. Pet July 15. Ord July 15. Exam Aug 14

Bevan, Rees, Hirwain, Glamorganshire, Grocer. Aberdeen. Pet July 4. Ord July 12. Exam Aug 26

Bolton, Thomas, Chepstow, Monmouthshire, Commercial Traveller. Newport, Mon. Pet July 15. Ord July 15. Exam July 29 at 11

Buckley, James, Castleton, nr Rochdale, Farmer. Oldham. Pet July 3. Ord Pet June 28. Ord July 16. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Evans, David, New Church, Carmarthenshire, Labourer. Carmarthen. Pet July 14. Ord July 14. Exam Aug 10

Furness, William, Manchester, Auctioneer. Salford. Pet July 1. Ord July 16. Exam Aug 6 at 2

Glover, Robert, Scarborough, Gent. High Court. Pet June 26. Ord July 13. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Godolphin, Harry Luxton, St James's rd, Holloway, House Agent. High Court. Pet June 28. Ord July 16. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Gomersall, John, Liversedge, Yorkshire, Cabinet Maker. Dewsbury. Pet July 4. Ord July 15. Exam July 29

Goodhall, James Richard, Wolverhampton, Grocer. Wolverhampton. Pet July 2. Ord July 16. Exam July 29

Granger, Charles, Leeds, Solicitor. Leeds. Pet July 15. Ord July 15. Exam July 29 at 11

Gray, John, Halifax, Furniture Dealer. Halifax. Pet July 14. Ord July 14. Exam Aug 14

Greaves, George, and Henry Greaves, Side, nr Dewsbury, Yorkshire, Munro Manufacturers. Dewsbury. Pet July 15. Ord July 15. Exam July 29

Hammer, Edward John Henry, Stockgrove Park, nr Leighton Busard. Luton. Pet June 18. Ord July 15. Exam Aug 14 at 1

Hirsch, Frederick William Richard, and Hermann Spindler, Milton st, Merchants. High Court. Pet June 19. Ord July 16. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Hook, Charles Wesley, Hereford, Grocer. Hereford. Pet July 15. Ord July 15. Exam Aug 29

Hopkinson, Reed, Ashover, Derbyshire, Builder. Derby. Pet July 12. Ord July 14. Exam Aug 11 at 1

Hudson, Nathan Cousen, Derby, Confectioner. Derby. Pet July 15. Ord July 15. Exam Aug 11 at 1

Irwin, John, Coleshill st, Pimlico, Officer in the 88th Regiment. High Court. Pet May 18. Ord July 16. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Kingston, Robert, Leeds, Boot Top Manufacturer. Leeds. Pet July 4. Ord July 15. Exam July 29 at 11

Knight, Benjamin, Liverpool, Plumber. Liverpool. Pet July 16. Ord July 16. Exam July 29 at 12

Lanchester, John, Old Shildon, Durham, Innkeeper. Durham. Pet July 14. Ord July 14. Exam July 29 at 2.30

Lewis, William, Cwmwria, nr Swansea, Joiner. Swansea. Pet July 16. Ord July 16. Exam Aug 21

Louis, Gustavus, Leeds, Auctioneer. Leeds. Pet July 14. Ord July 14. Exam July 29 at 11

Mathew, James Edward, Eastbourne, Gent. Lewes and Eastbourne. Pet June 30. Ord July 14. Exam Oct 3

Ottaway, Charles, Bristol, Corn Dealer's Assistant. Bristol. Pet July 4. Ord July 14. Exam Aug 15 at 12 at Guildhall, Bristol

Peterson, Alexander, Sheffield, Cutlery Manufacturer. Sheffield. Pet July 14. Ord July 15. Exam Aug 7 at 11.50

Phillips, George, Moston, Lancashire, Flannel Merchant. Manchester. Pet July 14. Ord July 15. Exam July 31 at 12

Ramsey, George Charles, Castle st, Falcon sq, Belt Manufacturer. High Court. Pet July 10. Ord July 14. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Ridgway, Frederick, St. Helens, Lancashire, Car Proprietor. Liverpool. Pet July 16. Ord July 16. Exam July 28 at 12

Sandwell, Thomas, Rivington st, Curtain rd, Cabinet Manufacturer. High Court. Pet July 14. Ord July 14. Exam Aug 21 at 11 at 34, Lincoln's inn-fields

Scholefield, Joshua, Birstall, Yorkshire, Spinner. Dewsbury. Pet July 3. Ord July 14. Exam July 29

Tunbridge, John Nicholas, St Leonards on Sea, Sussex, Builder. Hastings. Pet June 16. Ord July 14. Exam Aug 11 at 12

FIRST MEETINGS.

Barraclough, James Samson, Halifax, Dyeware Grinder. July 28 at 12. The Official Receiver, Townhall chbrs, Halifax

Bazely, Robert Godfrey, Gosleston, Suffolk, Medical Practitioner. July 25 at 10. Mr. Lovewell Blake, South Quay, St Yarmouth

Bevan, Rees, Hirwain, Glamorganshire, Grocer. July 28 at 5. The Official Receiver, Merthyr Tydfil

Bolton, Thomas, Chepstow, Monmouthshire, Commercial Traveller. July 29 at 12. The Official Receiver, 34, Bridge st, Newport, Mon.

Buckley, James, Castleton, nr Rochdale, Farmer. July 28 at 3.30. Townhall, Rochdale

Callender, Edwin Romaine, Mattores, nr Bawtry, Nottinghamshire, Actor. July 30 at 11. Law Society's Rooms, Bank st, Sheffield

Drover, George, West Cowes, Isle of Wight, Shipping Agent. July 26 at 12. Chamber of Commerce, 145, Cheapside

Ford, William, Minchinhampton, Gloucestershire, Colliery Proprietor. July 25 at 1. Queen's Hotel, Fawcett st, Sunderland

Gibson, William, Mortimer rd, Kingsland, Manufacturer of India Rubber Goods. July 26 at 2. Bankruptcy Office, Portico at 15, Lincoln's inn

Granger, Charles, Leeds, Solicitor. July 25 at 2. The Official Receiver, 86 Andrew's chbrs, 22, Park row, Leeds

Gray, John, Townhall

Harris, Her

st, Herefo

Hook, Chas

Gloucester

Hopkinson

St James

Hudson, No

St James

Jordan, J

Victoria

King, Josep

blids, Fo

Kingston

Receiver

Louis, Gust

chbrs, 22

Ottaway, C

Receiver

Peterson, J

Receiver

Price, Jam

Hotel, Ki

Price, John

Hotel, Ki

Procter, Ja

Receiver

Rimmer, J

Liabon bl

Roberts, Jo

Hotel, Hi

Sanders, J

lane

Skeen, Alfr

blids, Fo

Smith, Joh

Lincoln's

Thompson

Inn, Mar

Timbridge

Receiver

Westmorel

25 at 12.50

Williamson

Spinners.

Atkin, John

Barker, M

July 18

Barraclough

15. Ord

Bell, Edw

July 16

Bentley, N

Pet July

Bevan, E

July 18

Bolton, Th

Pet July

Boulfier, J

Court. F

Briggs, Ge

Barrow in

Colling, W

July 14

Cope, Aar

Pet June

Davies, W

chire, P

Day, Edw

Ord July

Drover, Ge

July 12

Gomersall

4. Ord J

Gray, Joh

Hanley, F

July 16

Hook, Cha

Hopkins, V

Ord July

Hopkinson

July 14

Hudson, N

Jackson, M

July 14

Jefferies, I

May 23

Johnson, E

Orders

Jones, Tho

June 30

Louis, Gus

Marsland,

July 15

McGinity,

July 14

Northcott

Ottaway, C

July 16

Peterson, J

Ord July

Reed, Joh

Ord July

Scholefield

July 10

Shaw, Ar

July 15

Spink, Ad

Walsh

Tugman, S

Pet April

Walker, W

Lynn. F

Westmorel

Great Gr

Wills, Irvi

July 15

Gray, John, Halifax, Furniture Dealer. July 28 at 11. The Official Receiver, Townhall chhrs, Halifax.
 Harris, Henry, Hereford, Innkeeper. July 25 at 11. The Official Receiver, 2, Offa st, Hereford.
 Hook, Charles Wesley, Hereford, Grocer. July 28 at 2.30. Wellington Hotel, Gloucester.
 Hopkinson, Reed, Ashover, Derbyshire, Builder. July 25 at 3. Official Receiver, St James's chhrs, Derby.
 Hudson, Nathan Cousen, Derby, Confectioner. July 26 at 11. Official Receiver, St James's chhrs, Derby.
 Jordan, Jesse, Forest Hill, Kent, Baker. July 25 at 12. Official Receiver, 100, Victoria st, Westminster.
 King, Joseph, Drummond st, Euston sq, Fishmonger. July 25 at 11. Bankruptcy Bldgs, Portugal st, Lincoln's inn.
 Kingston, Robert, Leeds, Boot Top Manufacturer. July 28 at 12. Official Receiver, St Andrew's chhrs, 22, Park row, Leeds.
 Louis, Gustavus, Leeds, Auctioneer. July 26 at 11. Official Receiver, St Andrew's chhrs, 22, Park row, Leeds.
 Ottawa, Charles, Bristol, Corn Dealer's Assistant. July 25 at 3.30. Official Receiver, Bank chhrs, Bristol.
 Paterson, Alexander, Sheffield, Cutlery Manufacturer. July 29 at 3. Official Receiver, Flitree lane, Sheffield.
 Price, James, Bettws-y-crewyn, Salop, Farmer. July 26 at 1. Norton Arms Hotel, Knighton.
 Price, John, Bettws-y-crewyn, Salop, Farmer. July 26 at 12. Norton Arms Hotel, Knighton.
 Procter, James Samuel, Bradford, Yorkshire, Builder. July 25 at 3.30. Official Receiver, Yveto chhrs, Bradford.
 Rimmer, James, St Helen's, Lancashire, Grocer. July 28 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool.
 Roberts, John, Falmouth, Cornwall, Cabinetmaker. July 25 at 11. Inns of Court Hotel, High Holborn.
 Saunders, Daniel, jun., Ham, Surrey, Gardener. July 25 at 12. 28, 29, St Swithin's lane.
 Skeen, Alfred, Stratford, Essex, Mahogany Merchant. July 28 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 Smith, John, Chapter st, Westminster, Bootmaker. July 25 at 11. 33, Carey st, Lincoln's inn.
 Thompson, James, Coxhoe, Durham, Farmer. July 28 at 4.30. Hat and Feather Inn, Market pl, Durham.
 Tunbridge, John Nicholas, St Leonards on Sea, Builder. July 28 at 2. Official Receiver, Townhall chhrs, Hastings.
 Westmoreland, Christopher Ayscough, North Cotes, Lincolnshire, Farmer. July 25 at 12.30. King's Head Hotel, Louth.
 Williamson, Francis, and John Williamson, Keighley, Yorkshire, Worsted Spinners. July 25 at 10.30. Law Institute, Piccadilly, Bradford.

ADJUDICATIONS.

Atkin, John, Nottingham, Baker. Nottingham. Pet July 20. Ord July 14.
 Barker, Matthew, Leicester, Innkeeper. Leicester. Pet June 25. Ord July 11.
 Barraclough, James Samson, Halifax, Dye Ware Grinder. Halifax. Pet July 15. Ord July 16.
 Bell, Edwin, Oxbridge rd, Haling, Photographer. Brentford. Pet July 11. Ord July 16.
 Bendley, Nicholas Milner, Nafferton, Yorkshire, Grocer. Kingston upon Hull. Pet July 8. Ord July 15.
 Berran, Rees, Hirwain, Glamorganshire, Grocer. Aberdare. Pet July 4. Ord July 19.
 Bolton, Thomas, Chepstow, Monmouthshire, Commercial Traveller. Newport. Pet July 15. Ord July 15.
 Bouffier, Joseph Doran, Bishopsgate st Without, Licensed Victualler. High Court. Pet June 4. Ord July 14.
 Briggs, George, and Richard Briggs, Dalton in Furness, Joiners. Ulverston and Barrow in Furness. Pet June 26. Ord July 16.
 Collins, William, Cheltenham, Innkeeper. Cheltenham. Pet July 12. Ord July 14.
 Cope, Aaron, Cheltenham, Staffordshire, Grocer. Hanley, Burslem, and Tunstall. Pet June 30. Ord July 12.
 Davies, William, Broseley, Shropshire, Licensed Victualler. Madeley, Shropshire. Pet July 8. Ord July 15.
 Day, Edward, Tonbridge Wells, Dairyman. Tonbridge Wells. Pet June 28. Ord July 14.
 Drowe, George, West Cowes, I.W., Shipping Agent. Newport and Ryde. Pet July 12. Ord July 16.
 Gomersoll, John, Liversedge, Yorkshire, Cabinet Maker. Dewsbury. Pet July 4. Ord July 16.
 Gray, John, Halifax, Furniture Dealer. Halifax. Pet July 14. Ord July 15.
 Hanley, Francis Julian, Oakley st, Chelsea. High Court. Pet June 7. Ord July 16.
 Hook, Charles Wesley, Hereford, Grocer. Hereford. Pet July 15. Ord July 16.
 Hopkins, William, Uppingham, Rutlandshire, Draper. Leicester. Pet June 7. Ord July 16.
 Hopkinson, Reed, Ashover, Derbyshire, Builder. Derby. Pet July 12. Ord July 14.
 Hudson, Nathan Cousen, Derby, Confectioner. Derby. Pet July 15. Ord July 15.
 Jackson, Maria, Coventry, Warwickshire, Widow. Coventry. Pet May 24. Ord July 14.
 Jeffries, Elizabeth, Pembroke rd, Earl's Court, Spinster. High Court. Pet May 28. Ord July 16.
 Johnson, Edward Frederick, Weston super Mare, Somersetshire, Clerk in Holy Orders. Bridgewater. Pet June 19. Ord July 16.
 Jones, Thomas, Wednesbury, Staffordshire, Earthenware Dealer. Walsall. Pet June 30. Ord July 14.
 Louis, Gustavus, Leeds, Auctioneer. Leeds. Pet July 14. Ord July 15.
 Marsland, Isiah, Sheffield, Boot Manufacturer. Sheffield. Pet June 30. Ord July 15.
 McGinty, Francis, Liverpool, Corn Merchant. Liverpool. Pet Feb 21. Ord July 14.
 Northcott, Richard, Torquay, Furniture Dealer. Exeter. Pet July 9. Ord July 15.
 Ottawa, Charles, Bristol, Corn Dealer's Assistant. Bristol. Pet July 4. Ord July 16.
 Paterson, Alexander, Sheffield, Cutlery Manufacturer. Sheffield. Pet July 14. Ord July 15.
 Readdy, George Henry, Brentwood, Schoolmaster. Chelmsford. Pet June 17. Ord July 14.
 Scholefield, Joshua, Birstall, Yorkshire, Spinner. Dewsbury. Pet July 3. Ord July 18.
 Shaw, Arthur, Wolverhampton, Tailor. Wolverhampton. Pet June 25. Ord July 15.
 Spink, Adam, and James Spink, Walsall, Staffordshire, Boot Manufacturers. Walsall. Pet July 8. Ord July 14.
 Tugman, Samuel, jun., Great Winchester st, General Merchant. High Court. Pet April 10. Ord July 14.
 Walker, William, and Edward William Walker, Norfolk, Merchants. King's Lynn. Pet March 13. Ord July 15.
 Westmoreland, Christopher Ayscough, North Cotes, Lincolnshire, Farmer. Great Grimby. Pet July 11. Ord July 15.
 Wills, Irving, Kirkhampton, Cumberland, Farmer. Carlisle. Pet July 2. Ord July 15.

RECEIVING ORDERS.

TUESDAY, July 23, 1884.

Benson, Walter Edward, Withington, Lancashire, Livery Stable Proprietor. Stockport. Pet July 8. Ord July 17. Exam Aug 7 at 11.
 Bevan, Alfred, Oldbury, Worcestershire, Grocer. Oldbury. Pet July 16. Ord July 17. Exam July 30.
 Bill, Thomas Henry, Derby, Journeyman Fish Frier. Derby. Pet July 19. Ord July 19. Exam Aug 11 at 1.
 Boyce, Frederick, Bristol, Mineral Water Maker. Bristol. Pet July 7. Ord July 17. Exam Aug 15 at 12 at Guildhall, Bristol.
 Brown, Thomas Barnsley, Worcester, Sculptor. Worcester. Pet July 17. Ord July 17. Exam July 28 at 11.
 Constantine, William, Birkenhead, Cheshire, Draper. Birkenhead. Pet July 18. Ord July 18. Exam July 30.
 Cox, Richard Cobden, Brighton, out of business. Brighton. Pet July 4. Ord July 17. Exam Aug 7 at 12.
 Cudworth, William, and John Robert Cudworth, Oset, Yorkshire, Worsted Spinners. Dewsbury. Pet July 19. Ord July 19. Exam Aug 19.
 Fieldus, George, Hove, Sussex, Timber Merchant. Brighton. Pet July 18. Ord July 17. Exam Aug 7 at 12.
 Gorrum, George Walter, Lewisham, Kent, Builder. Greenwich. Pet July 19. Ord July 19. Exam Aug 5 at 1.
 Hill, William, Bristol, Salesman. Bristol. Pet July 19. Ord July 19. Exam Aug 15.
 Hogben, William, Stowting, Kent, Farmer. Canterbury. Pet June 28. Ord July 11. Exam Aug 1.
 Jones, David, Malvern Wells, Worcestershire, Ironmonger. Worcester. Pet July 19. Ord July 19. Exam Aug 8 at 11.30.
 Jones, Edwin, Llanfrothen, Merionethshire, Licensed Victualler. Bangor. Pet July 18. Ord July 18. Exam Sept 8 at 1.30.
 Kays, Henry Morgan, Keswick, Cumberland, Innkeeper. Cockermouth and Workington. Pet July 17. Ord July 18. Exam Aug 1 at 2.
 Meakin, Edwin, Derby, Tin Plate Worker. Derby. Pet July 19. Ord July 19. Exam Aug 11 at 1.
 Parfitt, Edwin Richards, Holt, Norfolk, Wine Merchant. Norwich. Pet July 17. Ord July 17. Exam Aug 20 at Shire Hall, Norwich Castle.
 Poole, George, Hartbury, Gloucestershire, Innkeeper. Gloucester. Pet July 16. Ord July 16. Exam Aug 12.
 Peter, Henry Jordan, Walsall, Staffordshire, Slater. Walsall. Pet July 16. Ord July 16. Exam Aug 1 at 3.30.
 Robinson, Edward, New London st, Corn Factor. High Court. Pet June 27. Ord July 17. Exam Aug 28 at 11 at 34, Lincoln's inn fields.
 Singleton, Charles, St Swithin's lane, Cigarette Merchant. High Court. Pet June 24. Ord July 17. Exam Aug 28 at 11 at 34, Lincoln's inn fields.
 Smith, John, Little Bowden, Northamptonshire, Builder. Leicester. Pet July 16. Ord July 17. Exam July 29 at 11.
 Stear, Nicholas Woolley, Cullum st, Carpenter. High Court. Pet July 17. Ord July 17. Exam Aug 28 at 11 at 34, Lincoln's inn fields.
 Sutton, James Gould, Manchester, Grocer. Salford. Pet July 18. Ord July 18. Exam Aug 6 at 2.
 Thomas, Thomas, Llandewy, Velfrey, Pembrokeshire, Farmer. Pembroke. Pet July 14. Ord July 14. Exam July 28 at 1 at County Court Offices, Pembroke Dock.
 Tustin, Caroline, Margaret st, Cavendish sq, Perfumer. High Court. Pet July 18. Ord July 18. Exam Aug 28 at 11 at 34, Lincoln's inn fields.
 Wilson, John, Nottingham, Glider. Nottingham. Pet July 18. Ord July 18. Exam Aug 12.
 Wilson, Matthew, Bromsgrove, Worcestershire, Licensed Victualler. Worcester. Pet July 18. Ord July 18. Exam Aug 6 at 11.30.
 Wilson, Philip, Nottingham, Tailor. Nottingham. Pet July 17. Ord July 18. Exam Aug 12.
 Yuill, John Clark, Aston juxta Birmingham, Export Merchant. Birmingham. Pet July 19. Ord July 19. Exam Aug 7.

The following Amended Notice is substituted for that published in the London Gazette of the 11th July, 1884.

Owen, John Glendower, Broadstairs, no occupation. Canterbury. Pet March 21. Ord June 13. Exam Aug 1.

ORDER FOR ADMINISTRATION IN BANKRUPTCY OF ESTATE OF DECEASED DEBTOR.
 May, John Aubyn, Congleton, Cheshire, Macleodfield. Ord July 18. Transfer of Proceedings July 4 from High Court, Chancery Division. Grant of Probate or Letters of Administration, June 12. Official Receiver, Macleodfield.

FIRST MEETINGS.

Bevan, Alfred, Oldbury, Worcestershire, Grocer. July 29 at 11. Official Receiver, Whitehall chhrs, Colmore row, Birmingham.
 Bill, Thomas Henry, Derby, Journeyman Fish Frier. July 30 at 12. Official Receiver, St James's chhrs, Derby.
 Boyce, Frederick, Bristol, Mineral Water Manufacturer. July 31 at 12.30. Official Receiver, Bank chhrs, Bristol.
 Brown, Thomas Barnsley, Worcester, Sculptor. July 31 at 11.30. Official Receiver, Worcester.
 Cox, Richard Cobden, Preston, out of business. July 31 at 2. 100, North st, Brighton.
 Crabb, James, Albany st, Regent's park, Confectioner. July 29 at 1. 33, Carey st, Lincoln's inn.
 Eggleston, Maximilian Phoenix, Gt Missenden, Buckinghamshire, Draper. Aug 1 at 12.45. Red Lion Hotel, High Wycombe, Bucks.
 Evans, David, Newchurch, Carmarthenshire, Labourer. July 30 at 11. Official Receiver, Carmarthenshire.
 Fieldus, George, Hove, Sussex, Timber Merchant. July 30 at 2.30. 100, North st, Brighton.
 Gomersoll, John, Littletown, nr Liversedge, Yorkshire, Cabinet Maker. July 31 at 3. The Official Receiver, Bank chhrs, Batley.
 Goodall, James Richard, Wolverhampton, Grocer. July 29 at 11: The Official Receiver, St Peter's close, Wolverhampton.
 Greaves, George, and Henry Greaves, Side, nr Dewsbury, Yorkshire, Mungo Manufacturers. July 31 at 11. The Official Receiver, Bank chhrs, Batley.
 Hamner, Edward John Henry, Stockgrove Park, nr Leighton Buzzard. July 29 at 11.30. The Official Receiver, 75, Chancery lane.
 Hogben, William, Stowting, Kent, Farmer. Aug 1 at 10. 32, St George's st, Canterbury.
 Jones, David, Malvern Wells, Worcestershire, Ironmonger. Aug 2 at 12. Official Receiver, Worcester.
 Jones, Edwin, Llanfrothen, Merionethshire, Licensed Victualler. July 31 at 4. Commercial Hotel, Portmadoc.
 Jones, William, Pembroke, Coal Merchant. July 29 at 11. Angel Hotel, Cardiff.
 Lancaster, John, Old Shildon, Durham, Innkeeper. July 30 at 5. Commercial Hotel, Bishop Auckland.
 Lewis, William, Oswestry, nr Swansen, Joiner. July 30 at 11. Official Receiver, 6, Rutland st, Swansea.
 Martyn, Henry Matthew, Topsham, Devonshire, Paper Manufacturer. Aug 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 Meakin, Edwin, Derby, Tinplate Worker. July 30 at 1. Official Receiver, St James's chhrs, Derby.
 Menzies, Archibald William, New London st, Wine Agent. July 31 at 2. 33, Carey st, Lincoln's inn.
 Miles, Frederick James, Portslade, Sussex, Builder. July 30 at 12. 100, North st, Brighton.

Morley, John, Strand, Furniture Dealer, Aug 1 at 2. Bankruptcy bldg, Portugal st, Lincoln's inn
 Parfitt, Edwin Richards, Holt, Norfolk, Wine Merchant. Aug 2 at 1. Official Receiver, Queen st, Norwich
 Phillips, George, Moston, Lancashire, Flannel Merchant. July 31 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
 Poole, George, Hartbury, Gloucestershire, Innkeeper. July 29 at 4. Official Receiver, 84, Barton st, Gloucester
 Potter, James Jordan, Walsall, Staffordshire, Slater. July 30 at 10. Official Receiver, Bridge st, Walsall
 Rees, William, Princess mews, Princess ter, Regent's park, Cab Proprietor. July 29 at 2.30. 33, Carey st, Lincoln's inn
 Sandewell, Thomas, Rivington st, Curtain rd, Cabinet Manufacturer. July 31 at 12. 38, Carey st, Lincoln's inn
 Schofield, Joshua, Birstall, Yorkshire, Spinner. July 31 at 10. The Official Receiver, Bank chbrs, Batley
 Smith, John, Little Bowden, Northamptonshire, Builder. July 31 at 8. Official Receiver, 28, Friar lane, Leicester
 Stocker, David, Merton rd, Wandsworth, Barge Builder. July 29 at 11. Official Receiver, Victoria st, Westminster
 Thomas, Edwin, Pembroke, Accountant. Aug 5 at 12. County Court Office, Pembroke Dock
 Thomas, Thomas, Llandewy Velfrey, Pembrokeshire, Farmer. July 31 at 12. County Court Office, Pembroke Dock
 Wilson, Matthew, Bromsgrove, Worcestershire, Licensed Victualler. Aug 1 at 12. Official Receiver, Worcester

ADJUDICATIONS.

Alderton, Alfred May, Bentley, Suffolk, Farmer. Ipswich. Pet June 18. Ord July 17
 Aldridge, Henry, Welwyn, Hertfordshire, Hay Merchant. Hertford. Pet July 2. Ord July 19
 Beach, Thomas, Worcester, Glove Manufacturer. Worcester. Pet July 3. Ord July 19
 Bauer, Henry, Cable st, St George's East, Baker. High Court. Pet June 30. Ord July 19
 Benson, Walter Edward, Withington, Lancashire, Livery Stable Proprietor. Stockport. Pet July 8. Ord July 17
 Benton, William Henry, Wisbech, Cambridgeshire, Boot Maker. King's Lynn. Pet June 17. Ord July 18
 Bill, Thomas Henry, Derby, Journeyman Fish Frier. Derby. Pet July 19. Ord July 19
 Buchan, William Muir, Montague pl, Russell sq. High Court. Pet Mar 8. Ord July 18
 Buckley, John, Camberwell New rd, Saw Mill Proprietor. High Court. Pet May 28. Ord July 19
 Bull, Walter Frederick, Park Ridings, Wood Green, Paper Stock Merchant. High Court. Pet June 28. Ord July 19
 Burchell, Edward, Leeds, Hosier. Leeds. Pet June 24. Ord July 17
 Chown, Arthur Henry, Stockton on Tees, Boot Dealer. Stockton on Tees and Middlesbrough. Pet June 24. Ord July 19
 Collinson, Richard, Eccles, nr Manchester, Coal Merchant. Salford. Pet June 25. Ord July 10
 Constantine, William, Birkenhead, Cheshire, Draper. Birkenhead. Pet July 18. Ord July 18
 Corbett, Charles, Aston, Warwickshire, Builder. Birmingham. Pet June 5. Ord July 18
 Duck, Catherine, Manchester, Widow. Salford. Pet June 18. Ord July 17
 Dyer, Francis Vincent, Bridge rd, Battersea, Coffee House Keeper. Wandsworth. Pet June 16. Ord July 17
 Firth, James Edwin, Heaton Norris, Lancashire, Baker. Stockport. Pet July 3. Ord July 11
 Fisher, Samuel Sharpe, Horman Horman, Oystermouth, Glamorganshire, Barrister at Law. Swansea. Pet June 27. Ord July 17
 Furness, William, Manchester, Auctioneer. Salford. Pet July 1. Ord July 19
 Goodhall, James Richard, Wolverhampton, Grocer. Wolverhampton. Pet July 2. Ord July 18
 Granger, Charles, Leeds, Solicitor. Leeds. Pet July 15. Ord July 17
 Gray, James, Allerton, Yorkshire, Farmer. Bradford. Pet July 3. Ord July 19
 Hampton, Henry, jun, Halesowen, Worcestershire, Boot Manufacturer. Stourbridge. Pet July 3. Ord July 18
 Hogben, William, Stowting, Kent, Farmer. Canterbury. Pet June 28. Ord July 17
 Holmes, Edmund Jackson, Aston Fields, nr Bromsgrove, Baker. Worcester. Pet June 30. Ord July 19
 King, Henry Morgan, Keswick, Cumberland, Innkeeper. Cockermouth and Workington. Pet July 17. Ord July 18
 Kingston, Robert, Leeds, Boot Top Manufacturer. Leeds. Pet July 4. Ord July 17

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Lake, Edward, Park pl, Chatham pl, Hackney, Builder. High Court. Pet June 30. Ord July 19
 Laver, Henry Thomas, Weymouth, Dorsetshire, Tobaccoist, Dorchester. Pet July 2. Ord July 17
 Lloyd, Samuel Webb, Barham, Kent, Clerk in Holy Orders. Canterbury. Pet June 22. Ord July 18
 Meakin, Edwin, Derby, Tin Plate Worker. Derby. Pet July 19. Ord July 19
 Newell, Frederick, St John st rd, Islington, Boot Dealer. High Court. Pet June 13. Ord July 19
 Parfitt, Edwin Richards, Holt, Norfolk, Wine Merchant. Norwich. Pet July 17. Ord July 17
 Poole, George, Hartbury, Gloucestershire, Innkeeper. Gloucester. Pet July 18. Ord July 19
 Potter, James Jordan, Walsall, Staffordshire, Slater. Walsall. Pet July 18. Ord July 18
 Shore, James Mellor, and Lee Dyson, Salford, Lancashire, Ale Merchants. Salford. Pet June 20. Ord July 17
 Sparks, Francis, and James Jefford, Villiers rd, Willesden Green, Builders. High Court. Pet June 27. Ord July 18
 Sutton, James Gould, Manchester, Grocer. Salford. Pet July 18. Ord July 18
 Sutton, Samuel H., Birmingham, Jeweller. Birmingham. Pet June 18. Ord July 19
 Thirkettle, George, Norwich, Traveller. Norwich. Pet June 17. Ord July 18
 Williams, George, Liverpool, Metal Broker. Liverpool. Pet June 12. Ord July 19
 Winalow, William Henry, Westbury, Wiltshire, Hay Dealer. Frome. Pet April 9. Ord April 16
 Woodward, Thomas, jun, Mendlesham, Suffolk, Farmer. Bury St Edmunds. Pet June 12. Ord July 19

ORDER ANNULLING ADJUDICATION.

Lee, John, Middleton rd, Battersea Rise, Civil Servant. High Court. Adj April 22. Annul July 19. Bankruptcy annulled, pursuant to sub-section 2 of section 23 of the Bankruptcy Act, 1883

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